

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 06/27/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks # 304491 through #304586 totaling \$ 1,237,185.58 and EFT's #9101578 thru 9101581 totaling \$ 314,084.92 for an A/P total of \$ 1,551,270.50 dated 06/29/2020 thru 07/02/2020.

In addition, payroll checks #95334 through #95382 were issued totaling \$ 42,838.34 and EFT's 5242040 through 5242962 were made totaling \$ 973,645.30 for a payroll total of \$ 1,016,483.64 for the month of June 2020.

A listing of all paid warrants is available in the Cascade County Commissioners Office.

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 07/04/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #304587 through #304660 totaling \$ 1,686,072.64 and EFT #9101582 totaling \$ 9088.05 for an A/P total of \$ 1,695,160.69 dated 07/06/20 through 07/10/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 07/11/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #304661 through #304798 totaling \$ 885,938.93 and EFT #9101583 through 9101596 totaling \$ 330,314.54 for an A/P total of \$ 1,216,253.47 dated 07/13/20 through 07/17/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

TREASURER'S MONTHLY REPORT-BANK BALANCES, INVESTMENTS, REVENUES AND DISBURSEMENTS**June 30, 2020****BANK BALANCES:****STATEMENTS**

US BANK MASTER ACCOUNT

\$ 5,503,565.52

TOTAL

\$5,503,565.52**INVESTMENTS:**

MT Board of Investments - Short Term

Investment Pool (STIP)

\$33,373,736.10

TOTAL

\$33,373,736.10**GRAND TOTAL**\$38,877,301.62**OTHER BANK BALANCES:****STATEMENTS**

CLERK OF COURT RESTITUTION

\$ 15,749.75

SHERIFF'S COMMISSARY

\$ 87,996.36

SHERIFF'S CIVIL

\$ 14,181.86

SHERIFF'S EVIDENCE

\$ 49,577.93

JUSTICE COURT OLD TRUST

\$ 1,308.74

JUSTICE COURT NEW TRUST

\$ 77,908.31

TOTAL

\$ 246,722.95**RECEIPTS:**

MOTOR VEHICLE

\$ 1,051,594.81

PROPERTY TAX

\$ 8,619,450.01

REVENUE RECEIPTS

\$ 5,146,819.09

TOTAL

\$14,817,863.91**DISBURSEMENTS: Made in the current month.**

MONTANA MOTOR VEHICLE DIVISION

\$ 768,662.67

MONTANA DEPT. OF REVENUE

\$ 3,111,826.90

CITY OF GREAT FALLS

\$ 6,965,179.97

GREAT FALLS PUBLIC SCHOOLS

\$ 3,989,137.12

MISC. REMITTANCES

\$ 125,528.00

TOTAL

\$ 14,960,334.66

April 10, 2020 – 1:00 p.m.
Cascade County Courthouse Annex
Franklin Avenue Overlay Project

COMMISSION JOURNAL
#60

*These minutes are paraphrased and reflect the proceedings of the Board of Commissioners.
MCA 7-4-2611 (2) (b).*

Staff Present: Les Payne – Public Works Director, Kyler Baker – Deputy Clerk & Recorder

Public Present: None

At 1:00 p.m., Les Payne – Public Works Director, began the bid opening. He stated that this was the public meeting for the solicitation for bids for the Franklin Avenue Overlay Project.

Les Payne announced that Cascade County received one (1) bid.
Bid was provided by United Materials of Great Falls, MT.

Bid Packet from United Materials of Great Falls, MT:
Bid Form, Bid Bond – **ALL COMPLETE (Exhibit A)**
Schedule One: **\$158,219.00**

Les Payne stated that staff will take the bid under advisement and make recommendations to the Cascade County Commissioners. The Commissioners will make their decisions at a Commission Meeting.

Adjournment: 1:03 p.m.

July 7, 2020 – 1:00 p.m.
Cascade County Courthouse Annex
Old Jail Remediation Bid Opening

COMMISSION JOURNAL
#60

*These minutes are paraphrased and reflect the proceedings of the Board of Commissioners.
MCA 7-4-2611 (2) (b).*

Staff Present: Chairman Jim Larson, Commissioner Jane Weber, Les Payne – Public Works Director, Bonnie Fogerty – Commission Office and Kyler Baker – Deputy Clerk & Recorder

Public Present: None

At 1:00 p.m., Les Payne – Public Works Director, began the bid opening. He stated that this was the public meeting for the solicitation for bids for the remediation of the Old Cascade County Jail.

Les Payne announced that Cascade County received one (1) bid.
Bid was provided by Hazardous Technologies, Inc of Great Falls, MT.

Bid Packet from Hazardous Technologies, Inc of Great Falls, MT:

Bid Form, Bid Bond – **ALL COMPLETE (Exhibit A)**

Hazardous Materials Bid: **\$134,772.00**

Non-Hazardous Materials Bid: **\$40,100.00**

Les Payne stated that staff will take the bid under advisement and make recommendations to the Cascade County Commissioners. The Commissioners will make their decisions at a Commission Meeting.

Adjournment: 1:05 p.m.

CASCADE COUNTY SPECIAL COMMISSION MEETING
JULY 8, 2020
VIA ZOOM
9:30 AM

Commission
Journal #60

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of the meeting to reflect all the proceeding of the Board. MCA 7-2-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on July 28, 2020.

Cascade County Commission: Chairman James L. Larson and Commissioner Jane Weber and Commissioner Joe Briggs

Present: Brian Clifton – Special Projects Manager, Carey Ann Haight – Deputy County Attorney, Mary Embleton – Budget Officer, Les Payne – Public Works Director, Bonnie Fogerty – Commission Office and Kyler Baker – Deputy Clerk & Recorder

Public: Jenn Rowell and Karl Puckett – media

Chairman Larson called the meeting to order at 9:30 a.m.

1. Motion to Approve or Disapprove:

Contract 20-87: Bid and Contract Award for ExpoPark Watermain Replacement Project. **00:58**

Brian Clifton, Special Projects Manager, elaborates. **01:00**

Commissioner Briggs made a **MOTION** to Approve Contract 20-87: bid proposal from Ed Boland Construction for the water main replacement at the Montana ExpoPark, located at 400 3rd St NW, Great Falls, MT 59404, for a total cost of \$341,492, approve staff utilizing and not to exceed contingency of \$68,300, for a total project cost of \$409,792 and instruct staff to complete the contract process. **07:52**

Motion carries 3-0 08:58

2. Motion to Approve or Disapprove:

Bid and Contract Award for Remediation of Lead-based Paint, Asbestos and Mercury of the Former Cascade County Jail.

ITEM PULLED AT THE REQUEST OF COMMISSION WEBER, NO ACTION WAS TAKEN) 09:27

3. Motion to Approve or Disapprove:

Contract 20-89: Interlocal Agreement between the Town of Belt and Cascade County for the Belt Library. **9:53**

Carey Ann Haight, Deputy County Attorney, elaborates. 09:55

Commissioner Weber made a MOTION to approve Contract 20-89: an Interlocal Agreement between Cascade County and the Town of Belt transferring all maintenance and operations of the Belt Library to the Town of Belt including a bill of sale for the library assets and a Quit Claim Deed for the real property to the Town of Belt. 13:51

Motion carries 3-0 15:48

Public comment on any public matter that is not on the meeting agenda and that is within the Commissioners' jurisdiction.

None

Adjournment: Chairman Larson adjourned this special meeting at 9:46 a.m.

CASCADE COUNTY WORK SESSION MINUTES

VIA ZOOM ONLINE MEETING

July 8, 2020 – 2:00 P.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). **Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment.** This written record is in draft form until officially approved on July 28, 2020.

**COMMISSION
MINUTES
JOURNAL # 60**

Board of Cascade County Commissioners: Chairman James L. Larson, Commissioner Jane Weber and Commissioner Joe Briggs

Staff Present: Tanya Hunt – Emergency Management Services, Brad Call – Emergency Management Director, Les Payne – Public Works Director, Carey Ann Haight – Deputy County Attorney, Trisha Gardner – Public Health Officer, Kim Thiel-Schaaf – Aging Services Director, Albert Grobe – Sanitarian, Mary Embleton – Budget Officer, Jo-Viviane Jones – CHHD, Bonnie Fogerty – Commission Office and Kyler Baker – Deputy Clerk & Recorder

Public Members Present: Jenn Rowell – The Electric

Chairman Larson opened the work session meeting at 2:00 pm

Consent Agenda Items:

Department:

Resolution 20-37: Budget Appropriation within the Solid Waste Disposal Fund 5410 due to increased use at the solid waste sites to cover the additional expenses. Total Amount: \$80,670

Clerk & Recorder
00:27

Resolution 20-38: Budget Appropriation within the County Printer Fund 6020 to increase the budget authority for additional expenses due to retirement and overtime, offset by additional Print Shop revenue. Total Amount: \$12,107.

Clerk & Recorder
03:15

Contract 20-81: Memorandum of Understanding between Cascade County (Area VIII Aging Services) and Missoula Aging Services (Area VII Aging Services) for the provision of Senior Medicare Patrol (SMP) services to provide education and counseling to Montana Medicare recipients on identifying potential fraud and waste. Effective: June 1, 2020 – May 31, 2021. Total Compensation not to exceed \$10,000.00 (No Match Requirement)

Aging Services
05:04

Contract 20-82: Service Agreement between Cascade County Aging Services and the Belt Golden Agers Senior Center for Older American Services in FY 2021. Effective July 1, 2020 – June 30, 2021

Aging Services
07:05

Contract 20-83: Service Agreement between Cascade County Aging Services and the Great Falls Senior Center for Older American Services in FY 2021. Effective: July 1, 2020 – June 30, 2021

Aging Services
09:40

Contract 20-84: Service Agreement between Cascade County Aging Services and the Monarch-Neihart Senior Center for Older American Services in FY 2021. Effective: July 1, 2020 – June 30, 2021

Aging Services
12:17

Contract 20-85: Acceptance of the FFY2020 Emergency Management Performance Grant (EMPG) Agreement #20 EMPG Cascade

DES
15:22

Contract 20-90: 963 Radio Repeater Lease Agreement & Easement with Rowan J. and Gail S. Ogden. Term: 20 years Cost to the County: \$250/per year. Easement: \$1.00

Public Works
17:08

Contract 20-91: 963 Radio Repeater Lease Agreement & Access Easement with Ronald D. and Alice Marko. Term: 20 years Cost to the County: \$150/per year Easement: \$1.00

Public Works
23:40

Contract 20-94: Collective Bargaining Agreement between Cascade County and the Cascade County Deputy Sheriff Association. Effective: July 1, 2020 – June 30, 2022

HR
24:55

City-County Health Department

CASCADE COUNTY WORK SESSION MINUTES
VIA ZOOM ONLINE MEETING
July 8, 2020 – 2:00 P.M.

Resolution 20-39: Budget Appropriation for the Ryan White Part C program to allow for utilization of funds for the months May & June 2020, expenditures will be offset by grant revenues. Total Amount: \$2,500. (Ref: Contract 20-76)	CCHD 27:08
Contract 20-86: Amendment to Cooperative Agreement between Montana DPHHS and the Board of Health (BOG). Purpose: To reimburse jurisdictions for the COVID-19 related work conducted with licensed establishments in their jurisdiction. Effective: January 1, 2020 – December 31, 2020 (Ref: Contract 20-03, R0386212)	CCHD 28:33
Contract 20-92: MT DPHHS Child & Family Services #20203HOME0007 Amendment for In-Home and Access/Visitation Services. Effective Dates Extended: July 1, 2020 – June 30, 2026. (Ref: Contract 19-141, R0376800)	CCHD 31:32
Contract 20-93: MT DPHHS Task Order 21-25-21-080-0 Cascade County FNMP WIC Program. Purpose: TO provide Farmers' Market nutrition education and Farmers' Market vouchers to eligible WIC participants. Effective: July 1, 2020 – June 30, 2021. Total Amount: \$1,238.07	CCHD 33:28

Added Items:

None

Adjournment: Chairman Larson closed the work session meeting at 2:45 p.m.

CASCADE COUNTY COMMISSION MEETING

July 14, 2020

Via Zoom

9:30 A.M.

Commission
Journal #60

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on July 28, 2020.

Commission: Chairman James L. Larson, Commissioner Jane Weber

Staff: Carey Ann Haight – Deputy County Attorney, Mary Embleton – Budget Officer, Tanya Hunt – Emergency Management Services, Albert Grobe – Sanitarian, Brad Call – Emergency Services Coordinator, Kim Thiel-Schaaf – Aging Services Director, Roy Curtis – Superintendent of Buildings and Grounds, Bonnie Fogerty – Commission Office, Marie Johnson and Kyler Baker – Deputy Clerk & Recorder's

Public: Richard Martz, Jenn Rowell – The Electric and Karl Puckett – The Great Falls Tribune

Call to Order: Chairman Larson called the meeting to order.

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar.

Purchase orders and accounts payable checks: *See agenda for payment information.* Commissioner Weber made a **MOTION** to approve purchase orders and accounts payable warrants. **Motion carries 2-0 02:53**

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Weber made a **MOTION** to (A) Approve minute entries (June 23, 2020) (B) Approval of Routine Contracts as Follows:

Consent Agenda

Resolution 20-37: Budget Appropriation within the Solid Waste Disposal Fund 5410 due to increased use at the solid waste sites to cover the additional expenses. Total Amount: \$80,670. **03:57**

Resolution 20-38: Budget Appropriation within the County Printer Fund 6020 to increase the budget authority for additional expenses due to retirement and overtime, offset by additional Print Shop revenue. Total Amount: \$12,107. **04:12**

Contract 20-81: Memorandum of Understanding between Cascade County (Area VIII Aging Services) and Missoula Aging Services (Area VII Aging Services) for the provision of Senior Medicare Patrol (SMP) services to provide education and counseling to Montana

Medicare recipients on identifying potential fraud and waste. Effective: June 1, 2020 – May 31, 2021. Total Compensation not to exceed: \$10,000 (*No Match Requirement*) **04:29**

Contract 20-82: Service Agreement between Cascade County Aging Services and the Belt Golden Agers Senior Center for Older American Services in FY 2021. Effective: July 1, 2020 – June 30, 2021 **05:11**

Contract 20-83: Service Agreement between Cascade County Aging Services and the Great Falls Senior Center for Older American Services in FY 2021. Effective: July 1, 2020 – June 30, 2021. **05:27**

Contract 20-84: Service Agreement between Cascade County Aging Services and the Monarch-Neihart Senior Center for Older American Services in FY 2021. Effective: July 1, 2020 – June 30, 2021. **05:45**

Contract 20-85: Acceptance of FFY2020 Emergency Management Performance Grant (EMPG) Agreement #20 EMPG Cascade. **06:01**

Contract 20-90: 963 Radio Repeater Lease Agreement & Easement with Rowan J. and Gail S. Ogden. Term: 20 years Cost to the County: \$250/per year Easement: \$1.00 **06:14**

Contract 20-91: 963 Radio Repeater Lease Agreement & Access Easement with Ronald D. and Alice Marko. Term: 20 years Cost to the County: \$150/per year. Easement: \$1.00 **06:30**

Contract 20-94: Collective Bargaining Agreement between Cascade County and the Cascade County Deputy Sheriff Association. Effective: July 1, 2020 – June 30, 2022. **06:47**

City-County Health Department

Resolution 20-39: Budget Appropriation for the Ryan White Part C program to allow for utilization of funds for the Months May & June 2020, expenditures will be offset by grant revenues. Total Amount: \$2,500. (Ref: Contract 20-76) **07:05**

Contract 20-86: Amendment to Cooperative Agreement between Montana DPHHS and the Board of Health (BOH). Purpose: To reimburse jurisdictions for the COVID-19 related work conducted with licensed establishment in their jurisdiction. Effective: January 1, 2020 – December 31, 2020. (Ref: Contract 20-03, R0386212) **07:25**

Contract 20-92: MT DPHHS Child & Family Services #20203HOME0007 Amendment for In-Home and Access/Visitation Services. Effective Dates Extended: July 1, 2020 – June 30, 2026. (Ref: Contract 19-141, R0386212) **07:52**

Contract 20-93: MT DPHHS Task Order 21-25-21-080-0 Cascade County FNMP WIC Program. Purpose: Provide Farmers' Market nutrition education and Farmer's market vouchers to eligible WIC participants. Effective: July 1, 2020 – June 30, 2021. Total Amount: \$1,238.07 **08:23**

Motion carries 2-0 **09:34**

Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)

None

Adjournment: Chairman Larson adjourned this Commission Meeting at **09:40 a.m.**

CASCADE COUNTY SPECIAL COMMISSION MEETING
JULY 22, 2020
COMMISSION CHAMBERS
COURTHOUSE ANNEX, ROOM #111
3:00 PM

Commission
Journal #60

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of the meeting to reflect all the proceeding of the Board. MCA 7-2-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on June 28, 2020.

Cascade County Commission: Chairman James L. Larson and Commissioner Joe Briggs
Excused: Commissioner Jane Weber

Present: Brian Clifton – Special Projects Manager, Carey Ann Haight – Deputy County Attorney, Mary Embleton – Budget Officer, Tanya Hunt – Emergency Services, Bonnie Fogerty – Commission Officer and Kyler Baker – Deputy Clerk & Recorder

Public: Kaitlin Boysel - KRTV

Chairman Larson called the meeting to order at 3:00 p.m.

1. Motion to Approve or Disapprove: 1:04

Bid and Contract Award for Montana ExpoPark Roof/Awning Repair

Contract 20-100: Proposal from Montana Elastomers.

Brian Clifton, Special Project Manager, elaborates. **01:26**

Commissioner Briggs made a **MOTION** to approve Contract 20-100: bid proposal from Montana Elastomers for the proposed repairs at the Montana ExpoPark located at 400 3rd St NW, for \$32,863 and approve staff of utilizing and not to exceed contingency of \$6,572 (approximately 20%) for a total project cost of \$39,435 and instruct staff to complete the contract process.

Motion carries 2-0 04:12

2. Motion to Approve or Disapprove: 04:25

Bid and Contract Award for ExpoPark Railroad Museum Repair and Painting

Contract 20-101: Proposal from Dick Olson Construction, Inc.

Brian Clifton, Special Projects Manager, elaborates. **04:40**

Commissioner Briggs mad a **MOTION** to approve Contract 20-101: bid proposal from Dick Olson Construction Inc for the proposed repairs to the Montana Railroad Museum at the Montana ExpoPark located at 400 3rd St NW, for \$31,750 and approve staff of utilizing and not to exceed a contingency of \$6,350 (approximately

20%) for a total project cost of \$38,100 and instruct staff to complete the contract process. **05:50**

Motion carries 2-0 06:51

3. Motion to Approve or Disapprove: 07:08

Bid and Contract Award for MT ExpoPark Rodeo Barn Architect

Contract 20-102: Proposal from Nelson Architects.

Brian Clifton, Special Projects Manager, elaborates. **07:21**

Commissioner Briggs made a **MOTION** to approve Contract 20-102: proposal from Nelson Architects to prepare a design, construction documents, and various other tasks for the proposed repairs to the Rodeo Barn at the Montana ExpoPark located at 400 3rd St NW, for \$3,000 and approve staff of utilizing and not to exceed a contingency of \$600 (approximately 20%) for a total project cost of \$3,600 and instruct staff to complete the contract process. **08:17**

Motion carries 2-0 09:32

4. Motion to Approve or Disapprove: 10:05

Bid and Contract Award for Montana ExpoPark Sidewalk Replacement

Contract 20-103: Proposal from Dick Olson Construction, Inc

Brian Clifton, Special Projects Manager, elaborates. **10:20**

Commissioner Briggs made a **MOTION** to approve Contract 20-103: bid proposal from Dick Olson Construction Inc for the proposed repairs and drainage maintenance at the Montana ExpoPark located at 400 3rd St NW, for \$24,500 and approve staff of utilizing and not to exceed a contingency of \$4,900 (approximately 20%) for a total project cost of \$29,400 and instruct staff to complete the contract process. **11:35**

Motion carries 2-0 12:43

Public comment on any public matter that is not on the meeting agenda and that is within the Commissioners' jurisdiction.

None

Adjournment: Chairman Larson adjourned this special meeting at 3:14 p.m.

July 28, 2020

Resolution 20-40

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	2019/2020 Tax Levy Rural Lighting Districts
INITIATED/PRESENTED BY	Rina Moore, Clerk & Recorder
ACTION REQUESTED	Approval of Resolution 20-40

BACKGROUND:

This resolution is for Rural Lighting Districts to levy and assess upon all property within designated rural improvement lighting districts the cost of maintaining the lighting systems to be effective on the 2020/2021 tax levy.

FINANCIAL IMPACT: 2020/2021 \$ 25,834.82

RECOMMENDATION: Approval of Resolution 20-40.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chairman, I move that the Commissioners **APPROVE** Resolution 20-40, to levy and assess upon all property within designated rural improvement lighting districts the cost of maintaining the lighting systems effective on the 2019/2020 tax levy.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commissioners **DISAPPROVE** Resolution 20-40, to levy and assess upon all property within designated rural improvement lighting districts the cost of maintaining the lighting systems effective on the 2019/2020 tax levy.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

RESOLUTION 20-40

IN THE MATTER OF ASSESSMENTS
FOR RURAL LIGHTING DISTRICTS

WHEREAS, Section 7-12-2202, MCA, states that by the later of the first Thursday after the first Tuesday in September or 30 days after receiving certified taxable values, the board shall pass and finally adopt a resolution levying and assessing upon all the property within the district an amount equal to the whole cost of maintaining the lighting system; and

WHEREAS, the current assessments for rural improvement districts #6, #13, #17, #21, and both #23 are in need of adjustment in order to pay the lighting expenses for the next fiscal year: and

NOW, THEREFORE, BE IT HERREBY RESOLVED by this Board of County Commissioners of Cascade County, Montana to levy and assess upon all property within the following rural improvement lighting districts the cost of maintaining the said lighting systems, to be effective on the 2020/2021 tax levy:

R.I.D. #6	View Crest Addition	\$ 608.52
R.I.D. #13	Skyline Addition – Stan Oil Tracts	\$ 458.71
R.I.D. #17	Little Chicago Addition, Black Eagle	\$ 5517.07
R.I.D. #21	Black Eagle	\$ 405.22
R.I.D. #23	Black Eagle Community Center	\$ 21380.20

Passed and Adopted at the Commission Meeting held on this 28th day of July, 2020.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

On this 28th day of July, 2020, I hereby attest the above-written signatures of the Cascade County Commissioners.

Rina Fontana Moore, Cascade County Clerk & Recorder

* APPROVED AS TO FORM:

Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

July 28, 2020

Contract #20-95

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

**MT DPHHS Contract 20-221-13009-0
Provision of Older Americans Act, SHIP & MIPPA
Programming**

ACTION REQUESTED:

Approval Contract #20-95

PRESENTED BY:

Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

The Area VIII Agency on Aging provides a variety of programs under a contract for service with the Montana Department of Public Health and Human Services (Mt DPHHS). The programs covered by the subject agreement are all Older Americans Act Programs, State Health Insurance Program (SHIP) and the Medicare Improvement and Patient Portability Act (MIPPA) Program. This document is the new Master Contract and covers the time period July 1, 2019 to June 30, 2022 and provides for specifics on scope of work, performance measures and all applicable Federal and State laws that are to be followed. It includes the Business Services Agreement which covers use of HIPPA protected information as well as the Federal Assurances and agreement related to State Executive Order 15-2018 Dark Money Spending Disclosures.

Area VIII Agency on Aging is also known as Cascade County Aging Services, and the programs within that department that are covered by this contract are Administration, Homemaker/Respite, SHIP/I&A, Senior Nutrition (Congregate and Home Delivered), Transportation, Senior Center Services and are the subject of the Area Plan that was submitted and approved by DPHHS in May 2019. While the Master Contract covers the Scope of work for the entire contract period, the funding is awarded on an annual basis. The current agreement is for funding to support the programs in FY2021 for a period July 1, 2020 to June 30, 2021. The funding for the current fiscal year is broken out as such \$656,482 Federal Funds (including \$202,550 in CARES Act Funding for COVID19 Response); \$340,423 in State General Fund; \$363,317 Local Mill Funds; and, \$236,375 in local funds that are derived from community donations and client suggested donations for services as well as Medicaid Waiver Payments for qualified clients on Home Delivered Meals. The Community Donations include support for Home Delivered Meals by Cascade County United Way and for Homemaker and Home Delivered Meals provided by the Hampton Collins Memorial Trust. The total FY2021 contract is \$1,586,597.

RECOMMENDATION:

Approval of Contract #20-95 (Ref Contract 19-139, R0377831)

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners **APPROVE** Contract #20-95, DPHHS Contract 20-221-13009-0 Provision of Older Americans Act, SHIP and MIPPA Funding for FY2021 through June 30, 2021

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract #20-95, DPHHS Contract 20-221-13009-0 Provision of Older Americans Act, SHIP and MIPPA Funding for FY2021 through June 30, 2021

**CONTRACT FROM THE MONTANA
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES**

CONTRACT NUMBER: 20-221-13009-0

THIS CONTRACT is entered into between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 4210,; Helena, MT, 59620, and 406-444-4077; and Area VIII Agency on Aging, whose contact information is as follows: Federal ID Number, 81-6001343, and whose mailing address; 1801 Benefis Court, Great Falls, MT, 59404, (406) 454-6990 and kthiel-schaaf@cascadecountymt.gov (collectively, the "Parties")

RECITALS

Therefore, in consideration of the foregoing Recitals, covenants, terms and conditions set forth herein, the Parties agree as follows:

SECTION 1. SERVICES/SCOPE OF WORK

A. The Department is entering into a contract with Area VIII Agency on Aging for the delivery of Older Americans Act programs, the State Health Insurance Program (SHIP), Medicare Improvement and Patient Portability Act (MIPPA) in the associated planning and service area, particularly described in Exhibit A – Scope of Work.

The purpose of this contract is:

1. The development and maintenance of a comprehensive and coordinated service delivery system for the provision of supportive, nutrition, information, caregiver and advocacy services to older individuals in accordance with the Older Americans Act and the approved Area Plan.
2. To provide services for maximum dignity and independence for older Montanans, especially those with the greatest social and economic needs, those residing in rural areas and those that are homebound.
3. The continuation of a comprehensive and coordinated information, counseling, and assistance program for beneficiaries of health insurance relating to Medicare, Medicaid, Medicare supplemental policies, long-term care insurance, and other health insurance benefits.
4. To enhance and expand outreach activities to help beneficiaries understand and apply for Medicare benefits. The Contractor will assist Medicare beneficiaries, particularly beneficiaries in rural areas and/or who are low income by assisting them to apply for Low Income Subsidy (LIS) and Medicare Savings Programs (MSP) as well as providing beneficiaries with Health and Wellness materials developed by CMS/AOA/NCOA/ACL/AARP and/or other materials as approved by the SHIP Director.
5. To expand knowledge and understanding of aging and the aging process, test innovative ideas in programs and services for older individuals, and help meet the needs for trained personnel in the field of aging through planning priorities on the education and training of personnel to work with and on behalf of seniors 60 and older.

- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all the provisions of the Contract, which consists of the following documents:
- a. Contract (this instrument)
 - b. Exhibit A – Budget
 - c. Exhibit B – Scope of Work
 - d. Exhibit B-1 – Performance Measures
 - e. Exhibit B-2 – Medicaid Claiming (Federal Financial Participation)
 - f. Exhibit C – Federal and State Law Requirements
 - g. Exhibit D – Insurance Requirements
 - h. Exhibit E – Business Associate Agreement
 - i. Exhibit F – Assurances
 - j. Exhibit G – Dark Money Disclosure Declaration

SECTION 2. TERM OF CONTRACT

The term of this Contract is from July 1, 2020 through June 30, 2022 unless terminated in accordance with the Contract. Renewals or amendments of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. The Contract may not be renewed for more than a total of three years.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor using a payment/fee schedule for the Services as follows:

- A. For State Fiscal Year 2021 (July 1 – June 30) the Contractor will receive the following reimbursement:

1. Administration Budget

The total amount of funds to be expended under this Contract for Area Agency Administration is \$61,541.00, which includes \$34,042.00 state general funds. The line item categories and identification of resources are listed in Attachment A.

2. Area Wide Programs Budget

The total amount of funds to be expended under this Contract for Area Wide Programs is \$57,797.00, which includes \$16,161.00 state general funds. The services, line item categories, and identification of resources are listed in Attachment A, Section B1.

3. Contracted Aging Supportive Services Budget
The total amount of funds to be expended under this Contract for Contracted Aging Supportive Services is \$232,090.00. The services, line item categories, and identification of resources are listed in Attachment A, Section B2.
4. Contracted Preventative Health Services Budget
The total amount of funds to be expended under this Contract for Contracted Preventative Health Services is \$8,642. The services, line item categories, and identification of resources are listed in Attachment A, Section B3.
5. Contracted Caregiver Services Budget
The total amount of funds to be expended under this Contract for Contracted Caregiver Services is \$100,605.00. The services, line item categories, and identification of resources are listed in Attachment A, Section B4.
6. Congregate Meals Budget
The total amount of funds to be expended under this Contract for Contracted Congregate Meals Services is \$146,610.00. The services, line item categories, and identification of resources are listed in Attachment A, Section C1.
7. Home Delivered Meals Budget
The total amount of funds to be expended under this Contract for Contracted Home Delivered Meals Services is \$389,620, which includes an estimate of \$60,000.00 in NSIP funds. The services, line item categories, and identification of resources are listed in Attachment A, Section C2.
8. Total Reimbursement Available
The total reimbursement provided to the Contractor for the purposes of this Contract may not exceed \$996,905, which includes an estimate of \$60,000.00 of NSIP funds. An additional \$000 of commodities per State Fiscal Year 2020 (July 1 – June 30) for which the contract is in effect and for the months for which the Contractor is eligible to receive contract funds.
9. Match Requirement
The Contractor must provide \$111,800.00 in matching funds; the subcontractors must provide \$251,517.00 in matching funds. Matching funds may not be federal funds. Matching funds may not be used as match for any other federal monies.

Based on the Department's funding formula, which includes a ten (10) percent maximum allowance for administration, the Contractor must match program funds by 15%, Title III Caregiver funds by 25%, and administrative funds by 25%. The match requirements must be met by the entity expending the funds. Match is not required for Title III-D Evidence-based funds and State General fund.

10. Additional Funding due to COVID-19
Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor a one-time payment for new nutrition funds, ombudsman, supportive services and caregiver support funds received from the Administration on Community Living (ACL) due to the COVID-19 pandemic under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The CARES Act funding comes with expectations and flexibility to include:
 - 1) No required match unless funding is used for administration in which case a 25% match is required.
 - 2) the Act allows for 100% transfer authority between all funds within the same grant grouping (Families First Coronavirus Response Act (FFCRA) and CARES).

3) Spending of the funds are to be tracked separately and a monthly budget report template for each has been provided by the State Unit on Aging (SUA).

4) This new funding is to be spent before the normal allotment of OAA funds.

5) Program reporting will include collection and input of demographic data to the greatest extent practicable as well as details about services provided in COVID response as a narrative entry.

Expenditures for this fund will be reported separately from other funds and will include a narrative entry describing funds expended using the allowed mentioned flexibilities. All program income will be collected for the services, regardless of funding source.

This funding is effective through FFY 2021.

1. Aging Supportive Services Budget

A one-time payment for Title III-B funding in the amount of \$25,821.

2. Caregiver Services Budget

A one-time payment for Title III-E funding in the amount of \$37,242.

3. Nutrition Services Budget

A one-time payment for Titles IIIC-1 and C-2 in the amount of \$139,487. "Home-bound" includes older individuals practicing social distancing through the pandemic.

11. Additional Funding for Alzheimer's Disease & Supportive Services

A one-time payment in the amount of \$4,000 is available with the following expectations:

- i. One key person identified who will be the contact within the AAA to assist any Outreach volunteer in your area.
- ii. Training space as needed.
- iii. Access to printing, computer data entry, mailing and other basic office needs.
- iv. Laptop with WebEx capability, a projector and air mouse for presentations.
- v. Training of your staff by the local Outreach Volunteer or other dementia related opportunities.

B. Of the Contractor's Title IIIB allocation, less the amount allowed for administration, a budget amount of at least ten (10) percent must be allocated to access services, and ten (10) percent for in-home services. Four (4) percent for legal services is taken prior to allocation of the Title IIIB funds.

C. Transfer of Funds

1. Changes of 20% or more in the Area Agency on Aging administration or Area Wide Program budgets (Attachment A, parts A and B1) must be approved by the Office on Aging in writing prior to implementation.
2. The contractor may elect to transfer not more than 30% of the funds allocated for programs under Attachment A, Part B2 (Supportive Services) and Parts C1 and C2 (Nutrition), between those programs, and not more than 40% between Parts C1 and C2.

D. Funds available under this contract, may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvements of any building or other facility.

E. State General fund dollars must be spent within the State Fiscal Year or must be reverted to the State and the General Fund.

F. Project income must be used to meet program expenditures prior to using Title III funds.

G. Other Programs as Payors for Services – Non-Duplication of Payment

The Contractor may not seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

H. Billing Procedures and Requirements

1. The Department will pay the Contractor in consideration of the goods and services the Contractor provides and renders under this Contract in 12 monthly, equal installments or an amount as determined by the Department. The payment sheet will be provided once monthly payments are made.
 - a. At the time of this contract agreement there are three grants that are paid out over nine months-MIPPA SHIP, MIPPA ADRC, MIPPA AAA-October through June; and
 - b. SHIP is paid out from July – March.
2. Payment to the Contractor shall be made to:

Area VIII Agency on Aging
1801 Benefis Court
Great Falls, MT 59404
3. This contract is valid and enforceable only if enough funds are made available from the federal government to the State and by the State for the appropriate fiscal year for the purposes of this program.
4. The Contractor will use the budget template provided by the State Unit on Aging to submit monthly expenditures by the 20th of each month. Failure to submit required reports on a timely basis will result in withholding of payments until the required reports are received.
5. In order to receive Nutrition Services Incentive Program (NSIP) dollars, the Contractor must enter Capstone, on or before the 10th day of each month, the units of service for congregate and home delivered meals. Client data should include at a minimum: First & last name, age or approximate age and eligibility.
6. The Contractor must submit, on or before the 10th day of each month SHIP work in Capstone, including client contacts and public & media events.
7. The Contractor must submit, on or before the 10th day of each month all reporting related to Information and Assistance/ADRC, which includes client and caregiver contacts in Capstone.
8. All local and regional ombudsman must have their activities entered into the Montana Ombudsman Data System (MODS) for the previous month by the 10th of each month.
9. Final year end budget reporting for each service must be submitted within 90 days following the fiscal year end or within 60 days upon expiration of the Contract.
10. Yearend reporting on performance measures is due each year by October 31. Any change from the baseline greater or lower than 10% requires a brief explanation as to the cause.

11. Each subcontract must set forth any reports the subcontractor is required to submit. It should indicate the time period covered by each report and the due date of the report. Subcontractors must also be held accountable. Failure to submit required reports on a timely basis will result in withholding of payments until the required reports are received.
12. NSIP expenditures must be reported on the monthly budget. When the area is participating in the USDA Commodities program, the value of commodities used will be reported monthly.

I. Adjustments to Consideration

The Department may adjust the consideration provided to the Contractor under this Contract based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Contractor's delivery of services.

J. Sources of Funding

The sources of the funding for this Contract are \$340,423.00 from the state general fund and for the balance, federal grants from: US Department of Health and Human Services and the US Department of Agriculture; CFDA 93.044 (Part B, Supportive Services), 93.045 (Parts C1 and C2, Nutrition), 93.043 (Part D, Preventive Health Services), 93.052 (Part E, NFCSP), 93.042 (Ombudsman), 93.779 (SHIP), 93.051 (Alzheimer's Grant), 93.053 (NSIP) reduced by value of 10.570 (USDA Commodities), if applicable.

K. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. The Contractor must immediately notify the Department if it determines a payment may be erroneous or improper and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

L. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all its Contract performance obligations satisfactorily.

M. Withholding for Failure to Perform

If the Department finds that the Area Agency on Aging has failed to comply with Federal or State laws, including the area plan requirements, regulations or policies, the state may withhold a portion of the funds to the Area Agency on Aging available under the Older Americans Act. The Department will give the Contractor written notice of both the amount to be withheld and of the basis for the withholding of payment.

SECTION 4.

CREATION AND RETENTION OF RECORDS

- A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.
- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 5.

ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices enough for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, and program assessments to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve program management assessment and/or audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

- E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- A. The Contractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the Department.
- B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 7. INDEMNIFICATION

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.
- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 8. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 9. INSURANCE COVERAGE

- A. Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Exhibit C, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 10. CONFLICTS OF INTEREST

- A. The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the circumstances warrant the granting of an exception.

SECTION 11. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Exhibit B to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth and attached as Exhibit E to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.

SECTION 12.

OWNERSHIP OF DATA AND DOCUMENTS

- A. All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract or information provided to the Contractor, both in hard-copy form and as may be embodied on any recording and storage media, is deemed Department property and, upon request at the termination or expiration of this Contract, shall be delivered to the Department.

SECTION 13.

CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person.
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

1. Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five workdays of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other information obtained through the Department, its agents and contractors, unless the Contractor does so:

1. in conformity with governing legal authorities and policies;
 2. with the permission of the persons or entities to whom or which the information pertains; and
 3. with the review and approval by the Department prior to use, publication or release.
- F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 14. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS

- A. If the Contractor is a "business associate" as defined at 45 C.F.R. § 160.103, it must comply with the privacy and security requirements for functioning as a "business associate" of the Department or as a "covered entity" under HIPAA and HITECH. In addition to executing this Contract, the Contractor must execute the Business Associate Agreement attached to this Contract as Exhibit D.

SECTION 15. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Contract prepared and released by the Contractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Contract.
- D. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press

releases and media pieces (in any form, including electronic) the Contractor or its agents produce with contract monies to describe and promote services provided through this contract.

SECTION 16. ACCESS TO PREMISES

- A. The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 17. LIAISON AND SERVICE OF NOTICES

- A. Kerrie Reidelbach, 406-444-7788 (phone), 406-444-7743 (Fax), kreidelbach@mt.gov is the liaison for the Department. Kimberliegh Thiel-Schaaf, 406-454-6990 (Phone), 406-454-6991 (Fax), kthiel-schaaf@cascadecountymt.gov is the liaison for the Contractor. These persons serve as the primary contacts between the parties regarding the performance of this Contract. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Contract.

SECTION 18. PERFORMANCE ASSESSMENTS AND CORRECTIVE ACTIONS

- A. The Department may assess the Contractor's performance under this Contract to any extent and at any time.
- B. If the Department determines the Contractor or any employee, agent, or subcontractor of the Contractor, is failing to perform the duties and requirements under this Contract, the Department may provide written notice of such failure to the Contractor. Within ten (10) business days after receipt of the written notice, the Contractor shall investigate the matters set forth in the notice and submit a written response to the Department setting forth in detail any actions the Contractor agrees to undertake to remedy the failure. The time for responding may be extended by agreement of the parties. If in the opinion of the Department the actions the Contractor sets forth in its response are not enough to remedy the failure, the Department may propose written amendment of the contract setting forth corrective actions the Department deems necessary to remedy the failure. If the parties cannot agree to such amendment, or if corrective actions agreed to pursuant to amendment are not performed or completed, the Department may exercise any right it has under this Contract, including but not limited to termination of the Contract. Corrective actions may include but are not limited to:
1. Performance requirements
 2. Repayment requirements
 3. Accountability or review measures
 4. Training or supervision requirements.

- C. The Department may exercise any right it has under this Contract, including but not limited to termination, without first undertaking corrective action pursuant to subsection B of this Section, or after having begun or undertaken corrective action under subsection B.

SECTION 19. FORCE MAJEURE

- A. If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a *force majeure*.

SECTION 20. CONTRACT TERMINATION

- A. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.
- B. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any Exhibit to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
1. federal or state funding for this Contract becomes unavailable or reduced for any reason; or
 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the Department access to the Contractor's facilities, records and materials to fulfill these requirements.

SECTION 21.

ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services and reporting in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

- C. If, in the Department's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Contractor, the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising and staff time costs.

D. Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less

than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F. Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 22. CHOICE OF LAW, REMEDIES AND VENUE

- A. This Contract is governed by the laws of the State of Montana.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.

SECTION 23. GENERAL

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

The parties through their authorized agents have executed this Contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____
Barbara Smith, SLTC Division Administrator

Date: _____

CONTRACTOR

BY: Kimberliegh Theil-Schaaf
Kimberliegh Theil-Schaaf, Area VIII Director

Date: 7/15/2020

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this 28th day of July 2020.

Attest

On this 28th day of July 2020, I hereby attest the above-written signatures of
James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

EXHIBIT A To Contract No. 20-221-13009-0

BUDGET

ATTACHMENT A						
2021 Budget						
Area VIII Agency on Aging						
	Area Admin	Area Wide Programs*	Contracted Services**	CARES Act Funding	Total	
Personnel	\$ 130,296	\$ 61,464	\$ 655,145	\$ 72,550	\$ 919,455	
Supplies	7,795	549	9,695	7,000	25,039	
Communications	2,763	660	1,200	-	4,623	
Utilities		-	-	-	-	
Repairs/Maintenance	4,000	-	1,000	8,000	13,000	
Travel & Training	5,750	2,750	90,145	12,000	110,645	
Building Space	5,967	2,840	8,520	-	17,327	
Insurance	1,228	1,491	2,982	-	5,701	
Equipment		-	-	-	-	
Raw Food/Meals		-	200,312	100,000	300,312	
Raw Food/Commodities		-	35,460	-	35,460	
Contracted Services		-	99,746	-	99,746	
Other	3,385	200	58,704	3,000	65,289	
TOTAL	\$ 161,184	\$ 69,954	\$ 1,162,909	\$ 202,550	\$ 1,596,597	
<u>Sources of Funding:</u>						
FY20 Carryover	\$ -	\$ -	\$ -	\$ -	\$ -	
IIIB	3,670	-	67,177	25,821	96,668	
IIIB Ombud	-	-	-	-	-	
IIIC1	9,780	-	122,544	-	132,324	
IIIC2	7,961	-	71,644	139,487	219,092	
IIID	-	-	8,642	-	8,642	
IIIE	6,088	-	54,790	37,242	98,120	
VII Ombud	-	-	-	-	-	
VII-Elder Abuse	-	-	-	-	-	
SHIP	-	32,335	-	-	32,335	
MIPPA - SHIP	-	5,389	-	-	5,389	
MIPPA - AAA	-	2,967	-	-	2,967	
MIPPA - ADRC	-	945	-	-	945	
State General Fund	34,042	16,161	290,220	-	340,423	
NSIP	-	-	60,000	-	60,000	
Subtotal	\$ 61,541	\$ 57,797	\$ 675,017	\$ 202,550	\$ 996,905	
Local Match	99,643	12,157	251,517	-	363,317	
Commodities	-	-	-	-	-	
Project Income	-	-	184,375	-	184,375	
Other Resources	-	-	52,000	-	52,000	
TOTAL	\$ 161,184	\$ 69,954	\$ 1,162,909	\$ 202,550	\$ 1,596,597	

Section B1

				Ship Assistance Service	CARES Act Funding	Outreach	Page Total
	I & A	Ombudsman	Training				
Personnel				\$ 61,464			\$ 61,464
Supplies				549			549
Communications				660			660
Utilities							-
Repairs/Maintenance							-
Travel & Training				2,750			2,750
Building Space				2,840			2,840
Insurance				1,491			1,491
Equipment							-
Raw Food/Meals							-
Raw Food/Commodities							-
Contracted Services							-
Other				200			200
TOTAL	\$ -	\$ -	\$ -	\$ 69,954	\$ -	\$ -	\$ 69,954
<u>Sources of Funding:</u>							
FY20 Carryover							\$ -
IIIB							-
IIIB Ombudsman							-
IIIE							-
VII Ombud							-
VII Elder Abuse							-
SHIP				32,335			32,335
MIPPA - SHIP				5,389			5,389
MIPPA - AAA				2,967			2,967
MIPPA - ADRC				945			945
State General Fund				16,161			16,161
Sub-Total	\$ -	\$ -	\$ -	\$ 57,797	\$ -	\$ -	\$ 57,797
Local Match				12,157			12,157
Project Income							-
Other Resources							-
TOTAL	\$ -	\$ -	\$ -	\$ 69,954	\$ -	\$ -	\$ 69,954

ATTACHMENT A

Section B2

Area VIII Agency on Aging
Contracted Aging Supportive Services

	Trans- portation	Home Maker Services	Senior Center	Community Education	CARES Act Funding	Outreach Services	Page Total
Contracted Services							
Personnel	132,111	133,450			15,821		\$ 281,382
Supplies	750	362			2,000		3,112
Communications		1,200					1,200
Utilities							-
Repairs/Maintenance	1,000				8,000		9,000
Travel & Training	32,502	12,000	1,250				45,752
Building Space	2,840	2,840					5,680
Insurance	1,491	1,491					2,982
Equipment							-
Raw Food/Meals							-
Raw Food/Commodities							-
Contracted Services			91,104				91,104
Other							-
TOTAL	\$ 170,694	\$ 151,343	\$ 92,354	\$ -	\$ 25,821	\$ -	\$ 440,212
Sources of Funding:							
FY20 Carryover							\$ -
IIIB			67,177		25,821		92,998
SHIP							-
MIPPA - SHIP							-
MIPPA - AAA							-
MIPPA - ADRC							-
State General Fund		113,915	25,177				139,092
Sub-Total	\$ -	\$ 113,915	\$ 92,354	\$ -	\$ 25,821	\$ -	\$ 232,090
Local Match	160,694	7,428					168,122
Project Income	10,000	30,000					40,000
Other Resources							-
TOTAL	\$ 170,694	\$ 151,343	\$ 92,354	\$ -	\$ 25,821	\$ -	\$ 440,212

ATTACHMENT A
Section B3
Area VIII Agency on Aging
Area Contracted Preventive Health
Services

	Disease Prevention Services	CARES Act Funding	Disease Prevention Services
<u>Contracted Services</u>			
Personnel			\$ -
Supplies			-
Communications			-
Utilities			-
Repairs/Maintenance			-
Travel & Training			-
Building Space			-
Insurance			-
Equipment			-
Raw Food/Meals			-
Raw Food/Commodities			-
Contracted Services	8,642		8,642
Other			-
TOTAL			<u>\$ 8,642</u>
<u>Sources of Funding:</u>			
FY20 Carryover			-
IIID	8,642		8,642
State General Fund			-
Sub-Total			<u>\$ 8,642</u>
Local Match			-
Project Income			-
Other Resources			-
TOTAL			<u>\$ 8,642</u>

ATTACHMENT A
Section B4
Area VIII Agency on Aging
Area Contracted Caregiver Services

<u>Contracted Services</u>	Respite Services	I & A	CARES Act Funding	Total
Personnel	61,954		27,242	\$89,196
Supplies	3,105		5,000	8,105
Communications				-
Utilities				-
Repairs/Maintenance				-
Travel & Training	2,393		2,000	4,393
Building Space	2,840			2,840
Insurance				-
Equipment				-
Raw Food/Meals				-
Raw Food/Commodities				-
Contracted Services				-
Other	1,491		3,000	4,491
TOTAL	\$71,783	-	\$37,242	\$109,025
<u>Sources of Funding:</u>				
FY20 Carryover				-
IIIC2				-
IIIE	54,790		37,242	92,032
State General Fund	8,573			8,573
Sub-Total	\$63,363		\$37,242	\$100,605
Local Match	4,045			4,045
Project Income	4,375			4,375
Other Resources				-
TOTAL	\$71,783		\$37,242	\$109,025

ATTACHMENT A
Section C1
Area VIII Agency on Aging
Congregate Meals

<u>Contracted Services</u>	CARES Act Funding	
Personnel	81,814	\$81,814.00
Supplies	5,478	5,478
Communications		-
Utilities		-
Repairs/Maintenance		-
Travel & Training	6,250	6,250
Building Space		-
Insurance		-
Equipment		-
Raw Food/Meals	37,608	37,608
Raw Food/Commodities	35,460	35,460
Contracted Services		-
Other		-
TOTAL		<u><u>\$166,610</u></u>
<u>Sources of Funding:</u>		
FY20 Carryover		-
IIIB		-
IIIC1	122,544	122,544
IIIC2		-
State General Fund	24,066	24,066
NSIP*		-
Subtotal		<u><u>\$146,610</u></u>
Local Match	5,000	5,000
Commodities		
Project Income	15,000	15,000
Other Resources		
TOTAL		<u><u>\$166,610</u></u>

ATTACHMENT A
Section C2
Area VIII Agency on Aging
Home Delivered Meals

<u>Contracted Services</u>	CARES Act funding		
Personnel	29,487	245,816	\$275,303.00
Supplies			-
Communications			-
Utilities			-
Repairs/Maintenance			-
Travel & Training	10,000	35,750	45,750
Building Space			-
Insurance			-
Equipment			-
Raw Food/Meals	100,000	162,704	262,704
Raw Food/Commodities			-
Contracted Services			-
Other		57,213	57,213
			-
TOTAL			<u><u>\$640,970</u></u>
<u>Sources of Funding:</u>			
FY20 Carryover		\$	-
IIIB			-
IIIC1			-
IIIC2	139,487	71,644	211,131
State General Fund		118,489	118,489
NSIP*		60,000	60,000
Subtotal			\$389,620
Local Match		74,350	74,350
Commodities			-
Project Income		125,000	125,000
Other Resources		52,000	52,000
TOTAL			<u><u>\$640,970</u></u>

SCOPE OF WORK

The functions, responsibilities and activities of the Contractor in implementing the Older Americans Act and the area plan include, but not limited, to those mentioned in this attachment. The programs of services to be delivered by the provider are the following:

I. Administration:

1. The administration portion of this contract is for area agency activities and responsibilities in implementing the Older Americans Act, especially Section 306 of the Amended Act, and the contractor's approved Area Plan.
2. The Contractor is responsible to:
 - A) serve as the advocate and designate where feasible, a focal point for older individuals within the community by (in cooperation with agencies, organizations, and individuals participating in activities under the plan) monitoring, evaluating and commenting on all policies, programs, hearings, levies and community actions which affect older persons;
 - B) facilitate the area-wide development and implementation of a comprehensive, coordinated system for long-term care in home and community-based settings;
 - C) assess the type and levels of services needed by older persons in the planning and service area, and the effectiveness of the use of resources in meeting these needs. As part of assessing the needs of older persons, the area agency will conduct public hearings or public input meetings on the needs of older persons;
 - D) develop and administer an area plan for comprehensive and coordinated service delivery system in the planning and service area, in compliance with all applicable laws and regulations; See attached performance measures from the Area Plan (Exhibit B-1).
 - E) represent the general interests of the older population to public officials, public and private agencies or organizations in your planning and service area;
 - F) coordinate planning with other agencies and organizations to promote new and expanded benefits and opportunities for older persons, with attention to agencies that develop or provide services for individuals with disabilities, individuals at risk for institutional placement, and organizations providing respite or adult daycare services;
 - G) facilitate the area-wide development and implementation of a comprehensive, coordinated system for long-term care in-home and community-based settings;
 - H) increase public awareness of and coordinating mental health services;

- I) increase public awareness of the signs of and reporting process for elder abuse;
 - J) coordinate Title III and Title VI services to expand services to older Native Americans; and
 - K) coordinate activities and develop long-range emergency preparedness plans.
3. If this Contractor is a local ombudsman entity, the Contractor must carry out activities in support of the long-term care ombudsman program. The ombudsman program requires that all residents of nursing home, assisted living facilities and critical access hospitals be served regardless of age. If this Contractor houses a regional ombudsman, the Contractor must carry out activities in support of the local ombudsman following the Ombudsman Policies and Procedures.
 4. The Contractor must use contracts with service providers to provide all services under the plan unless the Department decides that direct provision of a service or services by the Contractor using its own employees is necessary to assure an adequate supply of the services. A Direct Service Waiver Request is required with the Area Plan. Identification of service providers will be included in the Area Plan.

The following assurances are required in agreements between the Contractor and service provider:

- A) That the service provider specifies how the provider intends to satisfy the needs of older individuals with greatest economic need, including low-income minority older individuals, older individuals with limited English proficiency, older individuals residing in rural areas; older individuals with greatest social need; and older individuals at risk for institutional placement; and
 - B) That the service provider attempts to serve low-income minority individuals, older individuals that are homebound and older individuals residing in rural areas at least in the proportion that they represent the total population in the area served.
 - C) The Contractor is required to provide technical assistance and information in a timely manner to service providers and provide feedback from providers.
 - D) The Contractor is required to monitor and periodically evaluate the performance of all service providers under the area plan.
5. The Contractor must establish an advisory council consisting of: (1) older individuals, including minority individuals and older individuals residing in rural areas, who are participants or who are eligible to participate in programs under the Older Americans Act; (2) family caregivers of such individuals; (3) representatives of older persons; (4) service providers; (5) representatives of the business community; (6) local elected officials; (7) providers of veterans' health care (if appropriate); and (8) the general public. This advisory council must continuously advise the area agency on aging on all matters relating to the development of the area plan, the administration of the plan and operations conducted under the plan.
 6. The Contractor must develop and make public by-laws which specify the roles and functions of the advisory council, number of members, procedures for selection of members, term of membership, and the frequency of meetings

7. The Contractor is responsible to develop and publish the methods that the Contractor uses to establish priorities for services.
8. The Contractor must establish procedures governing outreach, training and coordination of activities of service providers. Outreach efforts are required to identify older persons and inform them of the availability of services under the area plan. These outreach efforts should have special emphasis on the rural elderly and on older individuals with greatest economic and/or social need with attention to low-income minority individuals, older individuals with limited English proficiency, and older individuals with Alzheimer's disease and related disorders. The Contractor must evaluate the effectiveness of outreach.
9. The Contractor must provide for the establishment, maintenance and delivery of information and assistance services for all individuals 60 and older, their caregivers and adults with disabilities.
10. If there is a significant population of older individuals who are Native Americans in the planning and service area of the area agency on aging, the area agency on aging shall conduct outreach activities to identify such individuals in such area and shall inform such individuals of the availability of assistance under this Act.
11. Nutrition projects must be administered with the advice of registered dietitians, and nutrition education must be provided based on the needs of the meal participants.
12. Aging Supportive Services:

The Contractor will contract with service providers in their Planning and Service Area for the provision of services to those age 60 and older, with the greatest economic and social need. The services and units may include:

- a) Congregate Meals – A unit of service is one (1) meal
- b) Disease Prevention and Health Promotion Services – A unit of service is one (1) hour
- c) Homemaker – A unit of service is one (1) hour
- d) Home Chore – Unit of service is one (1) hour
- e) Home Delivered Meal – Unit of service is one (1) meal
- f) Information and Assistance – A unit of service is one (1) contact
- g) Legal Services – A unit of service is one (1) hour of legal advice, consultation by an attorney or other person acting under the supervision of an attorney (either paid or pro bono).
- h) Nutrition Education – A unit of service is one (1) training program
- i) Outreach – A unit of service is one (1) individual contact made outside the office
- j) Personal care – A unit of service is one (1) hour
- k) Respite Care – A unit of service is one (1) hour
- l) Senior Center – A unit of service is one (1) visit per day
- m) Senior Companion – A unit of service is one (1) hour
- n) Skilled Nursing Services – A unit of service is one (1) hour
- o) Transportation – A unit of service is one (1) one-way trip
- p) Transportation (Assisted) – A unit of service is one (1) one-way trip, assistance includes escorting who has difficulties using regular vehicular transportation (physical or cognitive)

13. State Health Insurance Program:

The State Health Insurance Program (SHIP) staff/volunteers in the AAAs Planning and Service Area will:

- a) Serve as an information source and advocate for beneficiaries, a link between the beneficiary and the various agencies, and a resource for the identification of possible problem areas.
- b) Promote the SHIP program to ensure SHIP is a household name in the service and planning area. Distribution of Medicare and Medicaid information to individuals and groups.
- c) In collaboration with the SHIP Advisory Council and State staff, assist in the development of additional educational seminars in each county and on the seven Indian reservations.
- d) Provide information, counseling, and assistance that will help Medicare beneficiaries in their understanding and access to program benefits as well as improve the value of their health care coverage.
- e) Through counseling, education, and outreach, continue to help beneficiaries identify, understand, and enroll in programs and plans, when eligible and appropriate, including prescription drug coverage, Medicare Advantage plans, Medicare supplemental insurance policies, Medicare Savings Programs, long-term care insurance and financing, and other public and private health insurance coverage options available to Medicare beneficiaries.
- f) Provide counseling to individual beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.
- g) Perform targeted outreach in order to provide access to counseling to low-income, dual-eligible, and hard-to-reach populations.
- h) Develop and submit to State Office, by October 1, 2020, an outreach plan outlining how Medicare clients and communities will be informed about Medicare Part A, B and D programs, Medicare Advantage, Medigaps, Medicare Savings Programs, Low Income Subsidy, Big Sky RX and Medicare Health and Wellness benefits.
- i) Refer beneficiaries to other federal, state, or local agencies for assistance to address problems with health insurance coverage.
- j) Assure full accessibility of SHIP services to all categories of Medicare eligible individuals, including the aged, disabled, and end stage renal disease patients. SHIP services are to be provided without discrimination based on race, color, national origin, disability, age, sex, or income. Reasonable efforts must be made to accommodate eligible individuals with existing barriers that limit their access to information; e.g., language, visual, hearing or speech impairments, physical accessibility, literacy, and location.
- k) Comply with ACL reporting standards; report client contacts, outreach and media events.
- l) Participate in MIPPA activities – helping Medicare beneficiaries apply for Medicare Savings Programs and Low-income Subsidy. Also, MIPPA outreach regarding MSP, LIS and Medicare prevention and wellness benefits. Report activities in the department designated system.

- m) Designate SHIP lead to disseminate SHIP requirements and information to other local SHIP counselors in Area. Acts as a liaison between local SHIPs and State SHIP Director.

14. Alzheimer's Disease & Supportive Services

SUA was awarded the above-mentioned grant (90ADSG0006-01-00). Funds were set aside to for AAAs to assist with supporting Outreach Volunteers associated with the grant. These volunteers were recruited through partnerships with the Alzheimer's Association and the Area Agencies on Aging. Some may be staff of a AAA; others are associated with other organizations or individuals. The following are the expectations:

1. One key person identified who will be the contact within the AAA to assist any Outreach Volunteer in your area.
2. Training space as needed.
3. Access to printing, computer data entry, mailing and other basic office needs.
4. Laptop with WebEx capability, a projector and air mouse remote for presentations.
5. Training of your staff by the local Outreach Volunteer or other dementia related opportunities.

15. Training

Up to five percent of Title III-B funds may be used for the purpose of travel and per diem expenses for the training of area agency staff, SHIP counselors, information and assistance personnel, ombudsmen, nutrition and senior center directors. Training topics may include the Older Americans Act and regulations, senior centers and focal points, nutrition, ombudsman issues, legal, coordination and planning, outreach, potential referral sources for Information and Assistance, Medicare, and reporting requirements.

Documentation of agency staff that have completed American Indian cultural awareness training will be provided to the SUA annually. Mandatory minimum training participation includes Ombudsman, I & A and SHIP as established by the State Office on Aging.

The Contractor must reimburse travel and per diem expenses for the mandatory training sessions, at a minimum, in accordance with state rates. These rates are:

Mileage: 57.5 cents per mile

In-state Meals:

Breakfast \$7.50

Lunch \$8.50

Dinner \$14.50

Out of State Meals

\$13.00

\$14.00

\$23.00

Lodging: Overnight (with receipt): Actual cost not exceeding \$96.00, plus tax.

Overnight (no receipt): \$12.00

EXHIBIT B-1 To Contract No. 20-221-13009-0

Summary of Outcomes Performance Measures-Area VIII

Reports shall be submitted within 30 days of the Federal Fiscal year. Failure to do so may result in delayed payments.

	9/30/19	9/30/20	9/30/21	9/30/22
OUTCOME CONGREGATE MEALS: Older adults in Cascade County will access congregate meal services that provide nutrition, socialization and community resources to promote independence.				
PERFORMANCE INDICATOR 1: Number of persons who receive congregate meal service.				
PERFORMANCE INDICATOR 2: Number of Meals provided.				
PERFORMANCE INDICATOR 3: Number of Home delivered meals provided by the Congregate center.				
OUTCOME HOME DELIVERED MEALS: Older adults in Cascade County will access Home Delivered Meals for maintaining their health and remaining in their own homes.				
PERFORMANCE MEASURE 4: Number of Meals provided.				
PERFORMANCE MEASURE 5: Number of clients served.				
PERFORMANCE MEASURE 6: Number of clients requiring additional nutrition through extra meals.				
OUTCOMES HOMEMAKER/RESPITE: Older adults and/or their caregivers will access services that provide light housekeeping, assistance with errands, shopping and bookkeeping, respite for caregivers in order to ensure that they are able to remain independent and live safe, healthy lifestyles within their own homes for as long as possible.				
PERFORMANCE MEASURE 7: Number of persons receiving Homemaker/respite services during the year.				
PERFORMANCE MEASURE 8: Number of unduplicated units of service (hours) provided each year.				
PERFORMANCE MEASURE 9: Number of Powerful Tools for Caregivers Trainings attended and/or held during the year.				
OUTCOMES FOR TRANSPORTATION: Older adults in Cascade County will have access to transportation services to allow them to reach medical and other critical services and socialization opportunities in order to remain independent.				
PERFORMANCE MEASURE 10: Number of persons who receive services during the year.				
PERFORMANCE MEASURE 11: Number of rides given during the year.				
OUTCOMES DISEASE PREVENTION: Older adults in Cascade County will access evidenced-based programs that enhance their safety and overall health.				

	9/30/19	9/30/20	9/30/21	9/30/22
PERFORMANCE MEASURE 12: Number of trainings or certifications obtained or maintained for evidenced-based exercise programs in the year.				
PERFORMANCE MEASURE 13: Number of persons who are referred and/or attend evidenced based programs provided by partner entities.				
PERFORMANCE MEASURE 14: Number of persons attending evidenced-based exercise classes at Senior Centers.				
OUTCOMES SHIP/I&A/OPTIONS COUNSELING: Older adults in Cascade County will have access to a certified SHIP/Options Counselor to assist them with Medicare decision making, both new to Medicare and Open Enrollment decisions, assist with access to drug savings programs, and application and resource counseling to explore options available for services.				
PERFORMANCE MEASURE 15: Number of Community Outreach and/or Education presentation done throughout the county.				
PERFORMANCE MEASURE 16: Number of SHIP clients seen for New to Medicare and/or Open Enrollment.				
PERFORMANCE MEASURE 17: Number of referrals to other resources in the community via one-on-one sessions, outreach efforts or the self-help resource centers.				
OUTCOMES SENIOR CENTER SUPPORT: Older adults in Cascade County will continue to have access to programming, meals and activities provided at Senior Centers run by independent non-profit organizations through support from the Area Agency on Aging. These services will provide opportunities to reduce isolation, increase socialization and improve their overall health.				
PERFORMANCE MEASURE 18: Number of persons served.				
PERFORMANCE MEASURE 19: Number of persons per activity provided.				
PERFORMANCE MEASURE 20: Number of evidenced-based programs offered at centers.				

AGING AND DISABILITY RESOURCE CENTER PROGRAM AGREEMENT

STATEMENT OF WORK: OUTREACH & LINKAGE

The purpose of this agreement is to provide the Aging Services Bureau of the Senior and Long-Term Care Division and its contractors, Area Agencies on Aging operating Aging and Disability Resource Centers (ADRCs), reimbursement for a portion of the expenses they incur when performing Medicaid-related administrative activities. The reimbursed activities are to be congruent with and supportive of furthering the goals and objectives of Montana State's Medicaid programs and services.

Administrative activities reimbursed by Medicaid are limited to outreach and application assistance for Medicaid enrollment and activities that ensure appropriate utilization of Medicaid services by Medicaid recipients. These activities include the following: providing information about the Medicaid program, completing an initial screening for long term care needs, helping potential Medicaid eligible clients through the application process, and enhancing the ability of Medicaid eligible clients to access Medicaid services. Activities that link clients with services other than Medicaid are not reimbursable under the Administrative Match program.

Specific administrative match activities, and examples of such activities, are described below:

1. CONTACT WITH CLIENT OR ANOTHER AGENCY REGARDING MEDICAID ELIGIBILITY

Perform outreach activities to:

- Inform low-income individuals and communities regarding the availability of Medicaid coverage and explain health and long-term care benefits coverage through Medicaid
- Identify individuals potentially needing long term care services that may result in applications referred for eligibility determinations.

2. INFORMATION, REFERRAL AND OPTIONS COUNSELING REGARDING MEDICAID ISSUES AND MEDICAID FUNDED SERVICES

Provide basic information on long term care services and ways that these services can be paid for, including assistance through Medicaid. As appropriate, provide Options Counseling, which requires the development of an action plan, as well as follow-up.

Potential Medicaid programs or coverage include:

- Medicaid medical assistance
- Medicaid long-term care coverage
- Medicaid Home and Community Services Waiver program
- Special Low-Income Medicare Beneficiary (SLMB) program
- Qualified Medicare Beneficiary (QMB) program
- Qualified Individual (QI) program
- Medicaid lien and estate recovery program
- Telephone assistance program for Medicaid clients

Provide appropriate referrals to local public benefits offices for eligibility determinations. These offices include;

- The Office of Public Assistance for all Medicaid related assistance programs.
- Mountain Pacific Quality Health Foundation for level of care determinations.

3. INTAKE ACTIVITIES

For clients seeking long term care services, conduct an initial intake screening that looks at the following issues:

- Identify the problem leading to the inquiry, the knowledge and capacities of the inquirer, and the urgency of the problem, to determine how to approach the information-giving service.
- Perform a situational assessment to evaluate the individual's housing and infrastructure, family status, community support and risk of abuse or neglect.
- Use the standardized ADRC intake screening tool or the BenefitsCheckUp through the National Council on Aging to determine appropriate public assistance (Medicaid) referrals.
- Advise the individual, if appropriate, regarding Medicaid eligibility requirements (e.g., paperwork requirements, process for applying).
- Assist the individual and family to understand the results of the intake screening by discussing the following:
 - * Current and expected impact of the individual's condition(s) on their life
 - * Type(s) of care (e.g., chore service, attendant care) that will help to alleviate that impact
 - * Impact of the client's financial status on long term care options and Medicaid as a potential funding source to pay for long term care services.

4. ASSIST IN COMPLETING APPROPRIATE MEDICAID APPLICATIONS

Aid as needed with completing the following Medicaid forms for Medicaid funded services:

- Medicaid medical assistance/SNAP application form (DPHHS-HCS-250)
- Long term care Medicaid application form (DPHHS-HCS-245)
- QMB/SLMB application form (DPHHS-HCS-004AA)
- Medicaid only application form (DPHHS-HCS-253)
- MEDS packet (DPHHS-HCS 491,492,493)
- SNAP only application form (DPHHS-HCS-252)

Aid client or Medicaid eligibility staff whenever possible to expedite the Medicaid eligibility approval process. Such activities may include, but not be limited to:

- Answering benefits-related inquiries about available services or the application process.
- Assisting family members, legal representatives or current providers in the Medicaid application process when the potential recipient is unable to do so.
- Assist clients in completing paper forms or using the ADRC web-based application system to complete applications.
- Assist client in collecting necessary supporting documents to go with application, including proof of citizenship, income and resources
- Assist the client in submitting the application to the local Office of Public Assistance
- Assist clients if there are issues or problems that arise during the Medicaid eligibility processing period

- Contact the Office of Public Assistance to schedule an interview if needed
- Accompany client to interview if requested
- Refer clients for a Level of Care (LOC) functional screening if appropriate
- Explain benefits and how to use them once individual becomes eligible
- Assist eligible clients in linking with other Medicaid related support services, if necessary
- Assist clients with the Medicaid redetermination process
- Documenting Medicaid related activities

5. INTERACTION WITH MEDICAID ELIGIBILITY PROCESS

The ADRC and the agency responsible for Medicaid eligibility determinations will have a responsibility to coordinate when appropriate on behalf of the client. Both parties will follow their reporting guidelines for the interaction.

THIS CONTRACT DOES NOT COVER:

- Providing direct medical/health care or remedial services to individuals
- Expenses related to the development and production of materials or public marketing (including but not limited to materials for outreach, education, and training), except when prior written approval from Medicaid has been obtained through an amendment to this contract
- Expenses related to outreach and linkage activities provided to residents and/or inmates of public institutions who are ineligible for Medicaid
- Activities performed by case managers on behalf of clients (and their families) receiving services
- General public health promotion activities
- Professional development and training that a professional need to know to perform the duties of his/her profession appropriately

This Agreement does not authorize the Contractor to provide training and/or technical assistance to other contractors or potential contractors regarding administrative match claiming. The Contractor is authorized to describe its administrative match program, encourage others to participate, and refer interested parties to Medicaid for additional information, training and technical assistance regarding administrative match claiming. Medicaid retains sole responsibility for all state policy, procedure and interpretations thereof.

EXHIBIT C To Contract No. 20-221-13009-0

FEDERAL AND STATE LAW REQUIREMENTS

A. Compliance with Federal Authorities

Contractor assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws, regulations and executive orders. The list is not intended, nor must it be construed, as a listing of all federal authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. The Contractor is responsible for determining with which federal authorities it must comply in the performance of the Contract.

1. Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin;
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age;
3. Education Amendments of 1972 (20 U.S.C. § 1681), prohibiting discrimination based upon gender;
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability;
5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability;
6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions of recruit and employ protected veterans.
7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices.
8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the "Lincoln Law"), prohibiting recipients of federal payments from submitting a false claim for payment.
10. Sherman Anti-Trust Act, 15 U.S.C. §§1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate or foreign trade.
11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.
12. Debarment and Suspension (Executive Orders 12549 and 12689, 2 CFR 180 and 2 CFR Subtitle B, Chapter III Part 300) prohibiting contract awards to parties listed on government-wide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred,

suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

13. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.

14. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), prohibiting the use of federal funds to pay for any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

15. Drug-Free Workplace Act of 1988, 41 U.S.C. §701, et. seq., requiring all organizations receiving federal monies to maintain a drug-free workplace.

16. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation;

a. First-tier Subawards.

All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at www.fsrc.gov.

b. Total Compensation of Recipient Executives.

i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,

(A) the total Federal funding authorized to date under this award is \$25,000 or more;

(B) in the preceding fiscal year, recipients received -

(1) Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(3) The public does not have access to information about the compensation of the executives through periodic reports filed under the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.

ii. Where and when to report. Recipients must report executive total compensation described in paragraph b.1 of this award term:

(A) The Contractor is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$25,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Contractor must continue to submit the Compensation Report annually during the term of

the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than \$25,000.

- (B) The Contractor will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:

DPHHS
Attn: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
hhsffata@mt.gov

c. Total Compensation of Subrecipient Executives.

All recipients unless exempt as provided in paragraph d. of this award term, for each first tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

- (i) in the subrecipient's preceding fiscal year, the subrecipient received:
- (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - (C) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

- d. Exemptions. All recipients' gross income, from all sources of the previous tax year, under \$300,000, are exempt from the requirements to report:

- (i) Subawards, and
- (ii) The total compensation of the five most highly compensated executives of any subrecipient.

17. Disclosure of Ownership and Control Information pursuant to 42 C.F.R. §§ 455.104, 455.105, and 455.106, requiring disclosures of ownership and control, business transactions, and persons with criminal convictions in connection with the delivery of Medicaid funded services.
18. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology for Economic and Clinical Health of 2009 (HITECH), requiring compliance with privacy, security, electronic transmission, coding and other requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.
19. Patient Protection and Affordable Care Act – P.L. 111-148
20. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.

B. Compliance with State of Montana Authorities.

Contractor assures that it and any of its subcontractors will comply with all State of Montana laws, rules, ordinances and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all state authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. Contractor is responsible for determining with which state authorities it must comply in the performance of the Contract.

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
2. Montana Anti-Trust laws – §30-14-201, MCA, et. seq.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3

INSURANCE REQUIREMENTS

I. Insurance.

Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

II. Primary Insurance.

Contractor's insurance coverage shall be primary insurance with respect to the Department, its officers, officials, employees, and volunteers, and shall apply separately to each project or location. Any insurance or self-insurance maintained by the Department, its officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

III. Insurance Requirements.

Specific Requirements for Commercial General Liability: Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage, of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor's officers, agents, representatives, assigns, or subcontractors.

Additional Insured Status: The Department, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the State of Montana's general supervision of the contractor; products and completed operations; and premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability: The Contractor shall purchase and maintain occurrence coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), (OR combined single limits of \$1,000,000 per occurrence) to cover such claims as may be caused by any act, omission, or negligence of the contractor's officers, agents, representatives, assigns, or subcontractors.

Additional Insured Status: The Department, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles owned, leased, hired, or borrowed by the contractor.

IV. Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be declared to and approved by the Department. At the request of the Department, either: 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Department, its officers, employees, or volunteers; or 2) at its own expense, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses. Note: The deductible/self-insured provision does not apply to political subdivisions of the state (i.e. counties, cities, towns, and school districts) under §2-9-211, MCA.

V. Certificates of Insurance.

Insurance is to be placed with an insurer with a Best's rating of no less than A-. Note: Best's ratings do not apply to political subdivisions of the state (i.e. counties, cities, towns, and school districts) under §2-9-211, MCA. All certificates and endorsements are to be received by the Department prior to the provision of a service or

purchase of a product. Contractor must notify the Department immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The Department always reserves the right to require complete copies of insurance policies or self-insured memorandums of coverage.

BUSINESS ASSOCIATE AGREEMENT

PARTIES

This Business Associate Agreement (Agreement) is entered into between the Department of Public Health and Human Services, (the Department), State of Montana (State), 111 N. Sanders, P.O. Box 4210, Helena, Montana 59604, (406) 444-4077, e-mail kreidelbach@mt.gov and Area VIII Agency on Aging (Business Associate) whose nine (9) digit Federal ID Number is 81-6001343, and whose address, phone number, and e-mail address are 1801 Benefis Court, Great Falls, MT 59404, 406-454-6990, and ktheil-schaaf@cascadecountymt.gov.

THE PARTIES AGREE AS FOLLOWS:

1. Business Associate Status

a. The Department is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as codified at 42 U.S.C. § 1320d-d8, and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009, as codified at 42 U.S.C. §§ 300jj et seq. and §§ 17901, et seq. and the implementing regulations for the two acts at 45 CFR Parts 160, 162 and 164.

b. The Department has determined it is a hybrid entity as defined in the implementing regulations, that is a covered entity performing both covered and non-covered functions. Under the HIPAA and HITECH and the implementing regulations, the Business Associate, as an entity that performs or assists in the performance of an administrative or data function for the Department involving the use or disclosure of protected health information (PHI) for the Department, is acting as a business associate of a covered entity.

2. Definitions that Apply to This Agreement

Terms used in this Agreement have the same meaning as those terms in the HIPAA and HITECH Acts and the implementing regulations.

3. Status as a Business Associate

The Business Associate agrees that it is a Business Associate of the Department, as defined at 45 CFR § 160.103, and further agrees that it is obligated to comply with the terms of this Agreement and with the requirements of the HIPAA and HITECH Acts and the implementing regulations.

4. Obligations of Business Associate

The Business Associate, as a business associate of the Department, must:

a. uses or disclose PHI, including E-PHI, only as is permitted or required by this Agreement, in compliance with the Department's minimum necessary standard policies and procedures, or by applicable law inclusive of 45 CFR Parts 160, 162 and 164;

b. uses appropriate safeguards to prevent use or disclosure of PHI and E-PHI other than as provided for by this Agreement or by law;

c. implements appropriate administrative, physical and technical security safeguards as set forth in § 164.306, § 164.308, and § 164.312, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and prevent use or disclosure of the PHI other than as provided for by this Agreement;

d. mitigates to the extent practicable and as may be directed by the Department any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate that is in violation of the requirements of this Agreement;

e. report in a timely manner as required by law and this Agreement to the Department any use or disclosure of the PHI not provided for by this Agreement inclusive of uses and disclosures of information that are not in compliance with the minimum necessary standard;

f. report to the Department any security incident of which it becomes aware, and at the request of the Department must identify: i) the date of the security incident, ii) the scope of the security incident, iii) the Business Associate's response to the security incident, and iv) the identification of the party responsible for causing the security incident, if known;

g. enter, as required by 45 CFR § 164.504, into Business Associate Agreements containing the terms and conditions as required by the HIPAA and HITECH Acts and the implementing regulations and as are stated in this Agreement, with any subcontractors performing services in relation to the services being provided by the Business Associate for the Department that involve PHI; and

h. make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Department, available to the Department, or to the Secretary of the Federal Department of Health and Human Services in accordance with § 164.408, in a time and manner prescribed by the Department or designated by the Secretary, for purposes of the Secretary determining the Department's and the Business Associate's compliance with the Privacy Regulation, the Security Regulation and the HITECH Act;

i. document disclosures of PHI and collect information related to those disclosures necessary for the Department to respond to a request by a person for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and Section 13405(c) of the HITECH Act;

j. provides to the Department or a person, in time and manner prescribed by the Department, documentation necessary for the Department to respond to a request by a person for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Notwithstanding 45 CFR § 164.528(a)(1)(i), the Business Associate must document disclosures of PHI made through an electronic health record to carry out treatment, payment or health care operations as provided by 45 CFR § 164.506 in the six years prior to the date on which the accounting is requested, and to collect information related to such disclosures as required by the Secretary in regulation pursuant to Section 13405(c)(2) of the HITECH Act;

k. implements a response program, in compliance with Section 13402 of the HITECH Act and implementing regulations, and Subpart D of 45 CFR Part 164 that specifies the actions to be taken when the Business Associate detects or becomes aware of unauthorized access to information systems. The response program must include the following features:

(i) The Business Associate must notify the Department, by facsimile or telephone, of any breach or suspected breach of its security related to areas, locations, or computer system which contain unsecured PHI, including, without limitation, any instance of theft, unauthorized access by fraud, deception, or other malfeasance or inadvertent access (an "incident") in accordance to 45 CFR § 164.410, as promptly as possible, upon having reason to suspect that an incident may have occurred or

determining the scope of any such incident, but in no event later than two (2) calendar days upon having reason to suspect that an incident may have occurred;

(ii) In the event of any incident, the Business Associate must provide to the Department, in writing, those details concerning the incident as the Department may request, and must cooperate with the Department, its regulators and law enforcement to assist in regaining possession of the unsecured PHI and in preventing its further unauthorized use, and take any necessary remedial actions as may be required by the Department to prevent other or further incidents;

(iii) If the Department determines that it may need to notify any person(s) as a result of such incident that is attributable to the Business Associate's breach of its obligations under this Agreement, the Business Associate must bear all reasonable direct and indirect costs associated with the determination, including, without limitation, the costs associated with providing notification to the affected person, providing fraud monitoring or other services to affected persons and any forensic analysis required to determine the scope of the incident;

(iv) The Business Associate, working in cooperation with the Department, must update the notice provided to the Department under this Agreement of the incident to include, to the extent possible and as soon as possible, the identification of each person whose unsecured PHI has been, or is reasonably believed by the Business Associate or the Department to have been accessed, acquired, used or disclosed during the incident and must provide any of the following information the Department is required to include in its notice to the person pursuant to 45 CFR § 164.404(c):

(A) A brief description of what happened, including the date of the incident and the date of the discovery of the incident, if known;

(B) A description of the types of unsecured PHI that were involved in the incident (e.g., Social Security Number, full name, date of birth, address, diagnosis);

(C) Any steps the person should take to protect themselves from potential harm resulting from the incident;

(D) A brief description of what is being done to investigate the incident, mitigate the harm, and protect against future incidents;

(E) Contact procedures for persons to ask questions or learn additional information which shall include a toll-free number, an e-mail address, website, or postal address;

(F) This additional information must be submitted to the Department immediately at the time the information becomes available to the Business Associate;

(v) limit its use and disclosure of PHI created or received by the Business Associate from or on behalf of the Department to uses or disclosures as are permitted to the Business Associate under the applicable requirements of 45 CFR § 164.504(e) and the HITECH Act and the terms of this Agreement. The Business Associate must also comply with the additional requirements of Subtitle D of the HITECH Act that relate to privacy and that apply to covered entities and to the Business Associate as a business associate; and

(vi) respond to a person's request under 45 CFR § 164.522(a)(1)(i)(A) that the Business Associate restrict the disclosure of the person's PHI.

5. Permitted Uses, Disclosures and Limitations

a. Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI on behalf of, or to provide services to, the Department for the following purposes, if such use or disclosure of PHI would not violate the requirements of the HIPAA and HITECH Acts and the implementing regulations if done by the Department or otherwise violate the minimum necessary policies and procedures of the Department.

b. The Business Associate may use PHI to report violations of federal and state laws to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1) and (2).

c. The Business Associate, as required by 45 CFR § 164.504(e)(1)(iii), must terminate any business associate agreement with a subcontractor that violates the requirements of this Agreement or the applicable law.

d. The Business Associate shall not directly or indirectly receive remuneration in exchange for PHI that is created or received by the Business Associate from or on behalf of the Department.

6. Use and Disclosure for Business Associate's Purposes

a. The Business Associate must use and disclose PHI that is created or received by the Business Associate from or on behalf of the Department in compliance with each applicable requirement of 45 CFR § 164.504(e) and the HITECH Act.

b. The Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate provided that:

- (i) the disclosures are required by law;
- (ii) the disclosures are expressly authorized in this Agreement by the Department;
- (iii) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only for the purpose for which it was disclosed to the person; and
- (iv) the Business Associate requires the person to whom the information is disclosed to report immediately any incident of which it is aware in which the confidentiality of the information has been breached.

c. The Business Associate may only use PHI for Data Aggregation purposes if the Department in this Agreement expressly authorizes those purposes and the Data Aggregation is permitted in accordance with 42 CFR § 164.504(e)(2)(i)(B).

d. To the extent otherwise permitted by this Agreement, a communication that is described in the definition of Marketing in 45 CFR § 164.501 for which the Department receives or has received Direct or Indirect Payment (excluding payment for Treatment) in exchange for making such communication, shall not be considered a Health Care Operation unless:

- (i) such communication describes only a drug or biologic that is currently prescribed for the recipient of the communication and any payment received in exchange for making such a communication is reasonable in amount; or
- (ii) the communication is made by the Business Associate on behalf of the Department and the communication is otherwise consistent with this Agreement. No communication may be made by the Business Associate without prior written authorization by the Department.

7. Obligations of the Department

a. The Department must notify the Business Associate of any limitation(s) in the Department's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI. A copy of the Department's Notice of Privacy Practice is attached to this Agreement and incorporated herein.

b. The Department must notify the Business Associate of any changes in, or revocation of, permission by a person to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

c. The Department must notify the Business Associate of any restriction to the use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

d. The Department, except as may be expressly agreed to by the parties and stated in this Agreement, may not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the requirements of the HIPAA and HITECH Acts and the implementing regulations if done by the Department.

8. Term and Termination

a. The term of this Agreement shall be effective as of the effective date that the Business Associate begins delivery of its services and shall terminate when all of the PHI provided by the Department to the Business Associate, or created or received by the Business Associate on behalf of the Department, is destroyed or returned to the Department, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this subsection.

b. Upon the Department's knowledge of a breach, as defined in § 164.402; by the Business Associate, the Department, as its sole discretion, must provide an opportunity for the Business Associate to:

- (i) cure the breach; or
- (ii) end the violation and terminate this Agreement if the Business Associate does not cure the breach; or
- (iii) end the violation within the time specified by the Department; or
- (iv) immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
- (v) if neither termination nor cure are feasible, the Department must report the violation to the Secretary.

c. Upon the Business Associate's knowledge of a material breach by the Department, the Business Associate must either:

- (i) notify the Department of such breach in reasonable detail, and provide an opportunity for the Department to cure the breach or violation; or
- (ii) if cure is not possible, the Business Associate may immediately terminate this Agreement; or
- (iii) if neither termination nor cure is feasible, the Business Associate shall report the violation to the Secretary.

d. The Department may unilaterally terminate this Agreement with the Business Associate upon thirty (30) days written notice in the event:

(i) the Business Associate does not promptly enter into negotiations to amend this Agreement when requested by the Department pursuant to the terms of this Agreement; or

(ii) the Business Associate does not enter into an amendment to this Agreement providing assurance regarding the safeguarding of PHI that the Department, in its sole discretion, deems enough to satisfy the standards and requirements of the HIPAA and HITECH Acts and the implementing regulations.

9. Effect of Termination.

a. Except as provided in this subsection, upon termination of this Agreement, for any reason, the Business Associate shall at the Department's sole discretion return or destroy all PHI received from the Department or created or received by Business Associate on behalf of the Department. This Agreement shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the PHI.

b. If the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate must provide to the Department notification of the conditions that make return or destruction infeasible. Upon written agreement by the Department that return or destruction of PHI is infeasible, the Business Associate must extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

10. Miscellaneous.

a. Regulatory References.

A reference in this Agreement to a section in the Privacy Regulation or Security Regulation means the section as in effect or as amended.

b. Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Department to comply with the requirements of the HIPAA and HITECH Acts and the implementing regulations.

c. Survival.

The respective rights and obligations of the Business Associate under this Agreement shall survive the termination of this Agreement.

d. Interpretation.

Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the requirements of the HIPAA and HITECH Acts and the implementing regulations.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____
Barbara Smith, SLTC Division Administrator
1100 North Last Chance Gulch
444-4147

Date: _____

BUSINESS ASSOCIATE

By:  _____
Kimberliegh Thiel-Schaaf, Director

Date: 7/15/2020

Address: 1801 Benefis Court
Great Falls, MT 59404
Phone Number: 406-454-6990
Federal I.D. Number: 81-6001343

ASSURANCES

Following are standard assurances. All entities, including gov to gov, are subject to these assurances dependent upon nature of services provided. This should be done via DocuSign in the Total Contract Manager System.

DEPARTMENT'S ANNUAL CERTIFICATION

DPHHS GS-301
Rev. 5/2019

ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS

This annual certification form is standardized for general use by the Department of Public Health and Human Services (Department) in contracting relationships. Not all these assurances may be pertinent to the Contractor's circumstances. The Contractor in signing this form is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and in the Department's, policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

The **Contractor**, Area VIII Agency on Aging, for the purpose of contracting with the Montana Department of Public Health & Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.
- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729-3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.
- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department of Labor and Industry in accordance with 39-71-417 through 39-71-419, MCA.
- F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (no procurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State Of Montana.

- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.
- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.
- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, *et seq.*, drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) and presents that information to all employees.


- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, follows the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

CONTRACTOR

If multiple signatures are required by the Contractor, add signature lines.

BY: 
Kimberliegh Thiel-Schaaf, Area VIII Agency on Aging Director

Date: 7/15/2020

Exhibit G to Contract No. 20-221-13009-0

**Declaration Form
Dark Money Spending Disclosure Requirements**

Contracting Entity shall comply with the State of Montana Executive Order No. 15-2018 requiring the disclosure of dark money spending.

Definitions. As used in this declaration form, the following definitions apply:

Electioneering Communication: A paid communication that is publicly distributed by radio, television, cable, satellite, internet website, mobile device, newspaper, periodical, billboard, mail, or any other distribution of printed or electronic materials, that is made within 60 days of the initiation of voting in an election in Montana, that can be received by more than 100 recipients in the district in Montana voting on the candidate or ballot issue, and that:

- a. refers to one or more clearly identified candidates in that election in Montana;
- b. depicts the name, image, likeness, or voice of one or more clearly identified candidates in that election in Montana; or
- c. refers to a political party, ballot issue, or other question submitted to the voters in that election in Montana.

The term does not mean:

- a. a bona fide news story, commentary, blog, or editorial distributed through the facilities of any broadcasting station, newspaper, magazine, internet website, or other periodical publication of general circulation unless the facilities are owned or controlled by a candidate or political committee;
- b. a communication by any membership organization or corporation to its members, stockholders, or employees;
- c. a commercial communication that depicts a candidate's name, image, likeness, or voice only in the candidate's capacity as owner, operator, or employee of a business that existed prior to the candidacy; or
- d. a communication that constitutes a candidate debate or forum or that solely promotes a candidate debate or forum and is made by or on behalf of the person sponsoring the debate or forum.

In this definition, the phrase "made within 60 days of the initiation of voting in an election" means:

- a. in the case of mail ballot elections, the initiation of voting occurs when official ballot packets are mailed to qualified electors pursuant to 13-19-206, MCA; or
- b. in other elections the initiation of voting occurs when absentee ballot packets are mailed to or otherwise delivered to qualified electors pursuant to 13-13-214, MCA.

Contracting Entity: A bidder, offeror, or contractor.

Covered Expenditure means:

- a. A contribution, expenditure, or transfer made by the Contracting Entity, any of its parent entities, or any affiliates or subsidiaries within the entity's control, that:
 - i. is to or on behalf of a candidate for office, a political party, or a party committee in Montana; or
 - ii. is to another entity, regardless of the entity's tax status, that pays for an Electioneering Communication, or that makes contributions, transfers, or expenditures to another entity, regardless of its tax status, that pays for Electioneering Communication; and
- b. The term excludes an expenditure made by the Contracting Entity, any of its parent entities, or any affiliates or subsidiaries within the entity's control made in the ordinary course of business conducted by the entity making the expenditure; investments; or expenditures or contributions where the entity making the expenditure or contribution and the recipient agree that it will not be used to contribute to candidates, parties, or Electioneering Communication.

Solicitation Requirements. The Contracting Entity shall disclose Covered Expenditures that the Contracting Entity has made within two years prior to submission of its bid or offer.

The disclosure of Covered Expenditures is only required by the bidder/offeror whenever the aggregate amount of Covered Expenditures made within a 24-month period by the bidder/offeror, any parent entities, or any affiliates or subsidiaries within the bidder/offeror's control exceeds \$2,500.

If the bidder/offeror meets the disclosure requirements, the bidder/offeror shall submit this signed declaration form indicating "Yes" AND the required disclosure form with its bid/proposal.

If the bidder/offeror does NOT meet the disclosure requirements, the bidder/offeror shall submit this signed declaration form with its bid/proposal indicating "No".

Annual Contract Requirements. The Contracting Entity agrees that if awarded a contract and the contract term exceeds, or has the potential to exceed 24 months, it must annually review and complete a new declaration form and disclosure form, if necessary.

- ☒ No - I do NOT meet the disclosure requirements. I certify that I have read, understand these requirements and the Contracting Entity has not made Covered Expenditures in excess of \$2,500 in the 24 months immediately preceding the submission of this form.

Area VIII Agency on Aging - Cascade County
Company Name (Printed)

Theresa Phil Schaefer 7/15/2020
Authorized Signature Date

20-221-130009-0
Contract or Solicitation Number

- ☐ Yes - I meet the disclosure requirements for the 24 months immediately preceding the submission of this form. I have read, understand the requirements and I will complete the necessary disclosure form and submit it with this form.
Disclosure Template: <http://sfscd.mt.gov/SPB/Dark-Money>

N/A
Company Name (Printed)

N/A
Authorized Signature

Date

Contract or Solicitation Number

July 28, 2020

Contract 20-97

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract #20-97
Extension Services Agreement between Montana State University Extension and Cascade County, Montana for the funding and operation of Extension;

INITIATED AND PRESENTED BY: Katrin Finch, Agent
Allyssa Zoern, Agent
MSU Cascade County Extension Office

ACTION REQUESTED: Approval of Contract #20-97

SYNOPSIS: Cascade County will contribute funds for the support of Montana State University Extension work in agriculture and natural resources, family and consumer sciences, 4-H/youth development, community development, and related subjects in the amounts and for the purposes specified in the following budget.

Effective Dates: July 1, 2020 – June 30, 2021

Total Amount: \$233,302.00

RECOMMENDATION:

Approval of Contract #20-97 Extension Services Agreement.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

“Mr. Chair, I move the Cascade County Commission **APPROVE** Contract #20-97: Extension Services Agreement between Montana State University Extension and Cascade County, Montana for the funding and operation of Extension; Effective Dates: July 1, 2020 – June 30, 2021 for the total of \$233,302.00.”

MOTION TO DISAPPROVE:

“Mr. Chair, I move the Cascade County Commission **DISAPPROVE** Contract #20-97: Extension Services Agreement between Montana State University Extension and Cascade County, Montana for the funding and operation of Extension; Effective Dates: July 1, 2020 – June 30, 2021 for the total of \$233,302.00.”



FY2021 Extension Services Agreement
between
Montana State University Extension
and
Cascade County, Montana

The parties hereto enter into this agreement for the funding and operation of Extension in the above-named county. This agreement is entered into under the authority 7-21-3203 MCA; the Smith-Lever Act of May 8, 1914, and subsequent Acts of the Congress of the United States.

BUDGET AND PERIOD COVERED: The above-named county will contribute funds for the support of extension work in agriculture and natural resources, family and consumer sciences, 4-H/youth development, community development, and related subjects in the amounts and for the purposes specified in the following budget. Montana State University Extension will contribute the amounts necessary to pay the balance of the cooperatively financed salaries and all of the payroll benefits of county Extension Agents assigned to the above county. It is recommended by MACo that the county provide support to MSU Extension for each agreed-upon full-time equivalent (FTE) at the level of 65% of the Clerk and Recorder's salary. For FY2021, counties may choose to contribute at the 65% formula level or a maximum of \$37,000 (50% of the average Agent salary plus benefits). The maximum contribution is subject to annual review to allow for salary and benefit inflation.

This agreement covers the period beginning July 1, 2020 and ending June 30, 2021.

FY21 Clerk/Recorder Bases Salary = \$65,225.96

Foundational Support of Agents

Position	Name	FTE	Employment	Comm. Allow.	Total Contrib.
Agent	Rose Malisani	1.00	\$37,000.00		\$37,000.00
Agent	Katrin Finch	1.00	\$37,000.00		\$37,000.00
Agent	Allyssa Zoern	1.00	\$37,000.00		\$37,000.00

Total County contribution to Agents' salaries for contracted services* \$111,000.00

Supplemental Support

Employee Name	Purpose of funds	Contribution
Nina Polk	SNAP-Ed Nutrition Education 0.75	

Total supplemental support \$0.00

Total County Funding:

Personnel:	FTE	Name	Salary
Admin Support	1.00	April McLean	\$30,741.00
Admin Support	1.00	Susan Trebas	\$28,682.00
Co. Only Funded Agent or Other			
Program Assistant or Other (please enter description here)			
Other (please enter description here)			
		Total Support Staff Salaries	\$59,423.00
		Support Staff Benefits (incl. Term Pa	\$18,151.00
		Agent Salary Support	\$111,000.00
		Agent Termination Pay	\$0.00
		Total Personnel Costs	\$188,574.00
Operations:		Travel	\$4,255.00
		All Other	\$40,473.00
		Total Operations	\$44,728.00
Capital:		Total Capital	\$0.00
		TOTAL ALL ITEMS	\$233,302.00

Additional Information (include information concerning cooperative arrangements between counties or with weed districts, special arrangements for part-time Agents, etc.):

1. **EXPENDITURE OF FUNDS:** Expenditure of funds will not exceed the amounts appropriated, but transfers of funds between items within the budget may be approved, as permitted by State law. Money appropriated by the County for operations shall be expended by county warrant in accordance with regular procedures followed by the County. MSU Extension will bill the County for its portion of the Agents' salaries. MSU Extension will use the money appropriated from Federal Smith-Lever funds as well as County funds to pay Agents' salaries each month.

2. **COUNTY ACCOUNTS:** MSU and the County Commissioners agree that all financial accounts managed by the Extension office will be subject to such audits as are determined necessary in compliance with County, MSU or State auditing requirements. If either party has reason to believe that the Extension staff is engaged in any financial malfeasance, misappropriation or misuse of funds managed by the Extension office, it will promptly notify the other party and will conduct an audit or investigation in accordance with the applicable procedures. Any audit or investigation conducted by MSU or the County regarding funds managed by the Extension office shall be made available to the other party.
3. **OFFICE SPACE, ADMINISTRATIVE SUPPORT, OPERATIONS AND EQUIPMENT:** The Board of County Commissioners, with the agreement of Extension administration, shall provide sufficient office space, administrative support, operational and capital support for the county-based Montana State University Extension faculty and staff.
4. **SELECTION AND APPOINTMENT OF AGENTS:** MSU Extension, in cooperation with the County Commissioners, will develop a position announcement for any vacant Extension Agent positions in the county. MSU Extension will assess the qualifications of one or more candidates on the basis of education, experience, and other criteria listed in the position announcement. An applicant review committee will be appointed to interview the selected candidates and make recommendations. MSU Extension is the hiring authority for the Agent and other MSUE position(s). The parties agree and understand the Agents are not employees of the County and shall not be entitled to County employment benefits. Agents will be appointed as faculty of Montana State University, and would be subject to the privileges and responsibilities consistent with these appointments and the position. One Agent of the County Extension faculty will be appointed as chairperson and serve as the department head for the Extension Office and as liaison between the MSU Extension and the county.
5. **SELECTION AND APPOINTMENT OF NON-AGENT, COUNTY-BASED MSUE STAFF:** MSU Extension will develop a position announcement for all other vacant MSUE positions in the county (e.g., EFNEP & SNAP-Ed Nutrition Educators). MSU Extension will assess the qualifications of one or more candidates on the basis of education, experience, and other criteria listed in the position announcement. An applicant review committee will be appointed to interview the selected candidates and make recommendations. MSU Extension is the hiring authority for these other MSUE position(s). The parties agree and understand these staff members are not employees of the County and shall not be entitled to County employment benefits. The parties also agree that these MSUE staff members may have appointments that limit their scope of work to eligible audiences and/or specific programming priorities.
6. **COMPLIANCE WITH WORKERS' COMPENSATION ACT:** MSU Extension shall comply with the provisions of the Montana Workers' Compensation Act while performing work under the terms of this Agreement. All Extension Agents and Extension employees will be covered by the Montana University System self-insured worker's compensation program.
7. **COUNTY EXTENSION PROGRAM:** The MSU Extension is a program operated by Montana State University as part of its land grant mission. MSU Extension is a cooperative program funded by federal, state and county funds. MSU Extension is responsible for all aspects of the Extension Program and the MSU Extension Executive Director has the authority to direct the program. The projects to be undertaken by MSU Extension are developed with the cooperation of the county through the development of a Plan of Work. The County Extension faculty will annually submit, on predetermined dates, a Plan of Work based on county priorities and needs. These plans of work will be given by the Regional Department Head who will review and approve the plan. An annual report will also be submitted in the format provided.
8. **ENSURING EFFECTIVE SERVICE:** The parties to this agreement are mutually interested in providing the people of the county with an effective educational program in agriculture and natural resources, family & consumer sciences, 4-H/youth development, community development, and related subjects. Provision of the highest level of services requires a well-managed office and personnel who are capable of working effectively with people. The parties agree that any concerns about services, staff or operation of the county Extension program will immediately be discussed between the MSU Executive Director or his/her designee and the County Commissioners or their designee, and every effort made to resolve the concerns. If adjustments to salary rates occur during the term of this agreement, it will not change the schedule for county contributions for salary set forth in this agreement. The resignation of an Extension Agent does not affect continuance of this agreement; however, counties will not be billed during periods when a vacancy exists.
9. **TERMINATION PAY:** Upon resignation, termination or retirement of the Extension agent, each party shall be responsible for its share of termination pay for annual and sick leave based upon the budget agreement in effect. In the case of transfers from one county to another, Extension administration will notify the county from which the Agent departed of the sum of money to be paid to the county of destination. Upon resignation, termination or retirement of the Non-Agent County-Based MSUE Staff, MSUE will be responsible for all termination pay for annual and sick leave.
10. **DURATION OF AGREEMENT:** This agreement shall cover the period stated on the budget agreement form, except that it may be terminated by either party, without cause, ninety (90) days after written notice is delivered to the other party.
11. **EQUAL OPPORTUNITY:** The U.S. Department of Agriculture (USDA), Montana State University and the Montana State University Extension prohibit discrimination in all of their programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital and family status.

The County confirms that the Clerk/Recorder salary recorded on page one is accurate for time period of this agreement. In the event the an error is discovered in this agreement, the county and Montana State University Extension (county chair and regional department head) will correct the error and develop reasonable payment adjustments.

BOARD OF COUNTY COMMISSIONERS

Commissioner Date

Chief Executive Officer (if applicable) Date

Commissioner Date

Director, Montana State University Extension Date

Commissioner Date

**MSU Cascade County Extension
FY2021 Budget Line Items for Contract**

Line Item	Description	Detailed Description	Amount Budgeted	ES Agreement Description
100.110.	Salaries and Wages	Administrative Assistants	\$59,423.00	Admin Support
100.130.	Termination Pay	Administrative Assistants	\$0.00	
100.140.	Employer Contributions	Administrative Assistants	\$17,524.00	Support Staff Benefits
100.146	Union Pensions	Administrative Assistants	\$627.00	Support Staff Benefits
100.120.	Overtime	Administrative Assistants	\$0.00	

200.210.	Office Supplies	Office Supplies	\$4,000.00	Other
200.215.	IT Supplies	Computers	\$0.00	Other
200.230.	Repair & Maint. Supplies	Postage Machine Rental	\$408.00	Other
200.238.	Gas and Oil	Gas and Oil	\$0.00	Other
200.250.	Supplies for Resale	Resale Items	\$0.00	Other
300.330.	Publicity, Subscriptions & Dues	Publicity, Subscriptions & Dues	\$425.00	Other
300.343.	Telephone	Telephone and Long Distance	\$3,600.00	Other
300.349.	Internet Costs	Internet Costs	\$740.00	Other
300.350.	Professional Services	Agent Salaries and Benefits	\$111,000.00	Agent Salaries
300.352.	Other Professional Services	Other	\$0.00	Other
300.360.	Repair & Maint. Services	Copy Machine Maintenance	\$5,000.00	Other
300.370.	Travel	Travel	\$1,255.00	Travel
300.374.	Mileage County Vehicles	Mileage County Vehicles	\$3,000.00	Travel
500.530.	Rental	Office Space Rental	\$26,300.00	Other
500.560.	Risk Mgr/Safety Officer	Risk Mgr/Safety Officer	\$0.00	Other
500.561.	Audit Costs	Audit Costs	\$0.00	Other
800.810.	Losses	Losses	\$0.00	Other
900.940.	Machinery & Equipment	Purchase of Equipment over \$5000	\$0.00	Other
Total			\$233,302.00	

For ES Agreement Worksheet		
Admin Support		\$59,423.00
Support Staff Benefits		\$18,151.00
Travel		\$4,255.00
Other		\$40,473.00
Line item totals without line item 300.350		\$122,302.00

Notes! Column D is projected for increases in line items for FY2021 and should be used if we weren't affected by COVID-19. Column E is for the commissioners when asked to follow FY2020 numbers closely as possible.

FY2021 Extension Services agreement between Montana State University Extension
and Cascade County, Montana

CONTRACT

20-97:

County Attorney: Review

DATE: _____

County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

James Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this _____ day of _____,
2020.

Attest

On this ___ day of _____, 2020, I hereby attest the above-written signatures of Joe Briggs, James
Larson, and Jane Weber Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER



CONTRACT
20-98

501 8th Avenue South
P.O. Box 2583
Great Falls, MT 59403

406-454-1391
406-454-3311 FAX

Customer: Cascade County Attorney's Office

Date: July 1, 2020

Address: 121 4th St No, Ste 2A

City & State: Great Falls, Mt.

Zip Code: 59401

Frequency of Inspections: As Needed

Service to start: 07/01/2020

Salesman: Wayne Olson

Make of Machine	Model	Serial No.	Rate/yr.
Sharp	MX6071	03023692	See Below
Sharp	MXFN27N	0LA22173	
Sharp	MXDE28N	03015691	

Make of Machine	Model	Serial No.	Rate/yr.
Sharp	ARD5143NT	60434617	
Sharp			
Sharp			

Special Instructions:

Please choose one option below for your maintenance needs. This contract does not apply to defects or damage resulting from improper or inadequate maintenance by the purchaser or the use of non-genuine Sharp toner, developer, or drum cartridges. This contract is subject to an annual rate increase at the discretion of Preferred Office Equipment. In order to cancel any listed maintenance contract a one-month written notice prior to cancellation must be received by Preferred Office Equipment.

Contract Includes:

Black and White Option: Contract includes 3,000 pages per month for \$23.10. All black and white pages over will be billed at \$0.0077 per page. **Includes Toner and Developer, Drums, service calls, PM's, parts & labor**

Color Option: All color pages will be billed at \$0.0524 per page **Includes Toner and Developer, Drums, service calls, PM's, part & labor.**

☐ I do not wish to put this equipment under maintenance.

TERMS AND CONDITIONS: For the purpose of helping to maintain the equipment listed below in efficient operating condition, we hereby authorize the above party to furnish mechanical service, including adjustments on said equipment, subject to the following terms:

This contract covers preventative maintenance and intervening service calls during normal business hours, which includes Monday thru Friday; except holidays, includes all parts and labor, except specified exclusions, see above details for further maintenance agreement specifications. This contract does not cover overhauls, reconditioning of equipment, after-hour service, moving equipment, abuse or misuse by customer neglect, fire, flood, or any act of nature or repairs done other by PREFERRED OFFICE EQUIPMENT or its authorized representatives. Additional charges may be incurred if service is required because the use of non-approved supplies. All copy yields are based upon 6% text coverage on an 8 1/2 x 11 sheet. PREFERRED OFFICE EQUIPMENT will have the option of charging the Buyer at the specified retail price for any excessive consumption of supplies used.

This contract covers device specific to this agreement. It does not cover network related issues, servers, workstations, or other hardware which may be networked to the device. Charges for troubleshooting or repair of connecting the device for malfunction (printing and scanning errors) not caused by the device or its accessories will be billed to the customer. This contract DOES NOT cover installation, troubleshooting or repair of software, including print drivers, or client computers (desktop computers, workstations, laptops and servers).

Service provided outside of normal business hours will be charges at 1.5 times the current hourly service rate.

This contract is non-transferable and is automatically once the amount of time specified has been exceeded unless the customer provides PREFERRED OFFICE EQUIPMENT with a (30) day advance written notification of their desire to cancel the agreement. Early termination of the contract may take place; however PREFERRED OFFICE EQUIPMENT reserves the right to withhold refunds or unearned maintenance contract fees as a penalty for cancellation.

This agreement will become effective upon receipt by PREFERRED OFFICE EQUIPMENT of the initial base chare specified in this contract and will continue for the term stated in this contract. The customer agrees to pay the total of all charges (base and copy charges) for maintenance during the initial term and renewal term within thirty (30) days of the date of PREFERRED OFFICE EQUIPMENT invoice of charges. If the customer does not pay charges for maintenance or parts as provided hereunder, promptly when due, (1) PREFERRED OFFICE EQUIPMENT may: (a) refuse to service the equipment or (b) furnish service on a COD "Per Call" basis at current published rates and (2) the customer agrees to pay PREFERRED OFFICE EQUIPMENT cost and expenses of collections including reasonable attorney fees whether or not suit be brought.

Other than the obligations set forth herein, PREFERRED OFFICE EQUIPMENT disclaims all warranties, expressed or implied, including any implied warranties of merchantability, fitness of use, or fitness for particular purpose. PREFERRED OFFICE EQUIPMENT will not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the use or performance of the equipment or the loss of the equipment.

PREFERRED OFFICE EQUIPMENT expressly disclaims any duty as an insurer of the equipment herein, and the BUYER will pau for all costs of repair of the equipment made necessary by any casualty, theft, or the negligent act of the BUYER or BUYER's agents, specifically including misuse of the equipment or the loss of the equipment and service conducted by personnel other than those of PREFERRED OFFICE EQUIPMENT. This agreement will be governed according to the laws of the State of Montana applicable to agreements wholly negotiated, executed and performed in the State. It constitutes the entire agreement between the parties and may not be modified except in writing and signed by duly authorized figures of PREFERRED OFFICE EQUIPMENT and the customer.

X

Customer's Signature

Approved for service:

By _____ Title _____ Date _____

Equipment Lease Agreement # 450-9673767-002

EQUIPMENT		
Equipment MFG Model & Description	Serial Number	Accessories
Sharp MX-6071 MFP Copier	03023692	
Sharp MX-DE28N Paper deck / Stand	03015691	
Sharp MX-FN27N Finisher	0LA22173	
<input type="checkbox"/> See attached schedule for additional Equipment / Accessories		
Billing Address: _____		
Equipment Location: _____		
SUPPLIER		TRANSACTION TERMS
Preferred Office Equipment, Inc. 501 8 th Ave S Great Falls, MT 59405		Purchase Option: Fair Market Value Lease Payment: \$ <u>152.30</u> (plus applicable taxes) Term: <u>60</u> (months) Billing Period: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually (Monthly if not checked) The following additional payments are due on the date this Lease is signed by you: Advance Payment: \$ _____ (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last Document Fee: \$75.00 (included on first invoice)

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF LESSEE'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS LEASE, AND AGREE TO THE TERMS ON PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TERMS AND CONDITIONS

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Lease Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Lease Payments and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 11 of this Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by you; and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non-appropriation of funds, you may not purchase, lease or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. This Section 2 shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease ((a) through (d) collectively referred to as "Lease Charges"). NOTWITHSTANDING THE FACT THAT YOU MAY BE EXEMPT FROM THE PAYMENT OF PERSONAL PROPERTY TAXES, you acknowledge that as the owner of the Equipment, we may be required to pay personal property taxes, and you agree, at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separately

Continued on Page 2

LESSOR ("We", "Us")	LESSEE ("You")
Preferred Office Equipment, Inc.	Cascade County Attorney's Office (Lessee Full Legal Name)
By: X _____	By: X _____
Name: _____	Name: _____ Title: _____
Title: _____ Date: _____	Date: _____ Federal Tax ID: _____

stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Tax Administrative Fee" equal to \$12 per unit of Equipment per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

4. LATE CHARGES. For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. OWNERSHIP, USE, MAINTENANCE AND REPAIR. We own the Equipment and you have the right to use the Equipment under the terms of this Lease. If this Lease is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Lease. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records.

6. INDEMNITY. You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease for acts or omissions which occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Lease to be correct or caused by your acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

7. LOSS OR DAMAGE. If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges for the effected item(s) of Equipment, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the effected item(s) of Equipment. We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of your payment obligations hereunder.

8. INSURANCE. You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance, we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance and on which we may make a profit.

9. DEFAULT. You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

10. REMEDIES. If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. END OF TERM OPTIONS; RETURN OF EQUIPMENT. At the end of the Term and upon 30 days prior written notice to us, you shall either: (a) return all, but not less than all, of the Equipment; or (b) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. If you do not provide us with such written notice and either return all of the Equipment or purchase all of the Equipment at the end of the Term, then this Lease will automatically renew on a month-to-month basis and all of the provisions of this Lease shall continue to apply, including, without limitation, your obligations to remit Lease Payments, Lease Charges and other charges, until all of the Equipment is either returned to us (either because we demand return of the Equipment or you decide to return the Equipment) or purchased by you for the applicable Fair Market Value, plus applicable sales and other taxes, in accordance with the terms hereof. If you are in default (or a non-appropriation of funds occurs), or you do not purchase the Equipment at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

12. ASSIGNMENT. You may not assign or dispose of any rights or obligations under this Lease or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. MISCELLANEOUS. Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you are the entity indicated in this Lease; (b) any documents required to be delivered in connection with this Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances and regulations; (c) the Documents are valid, legal, binding agreements, enforceable with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments constitutes a current expense and not a debt under applicable state law; (h) this Lease is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. This Lease: (i) constitutes the entire agreement of the parties with respect to the subject matter thereof; (ii) supersedes all other writings, communications, understandings, agreements, purchase orders, solicitation documents (including, without limitation, any request for proposal and responses thereto and other related documents (together, the "Bid Documents")) and other representations, express or implied ("Prior Understandings"), and may not be contradicted or amended by Prior Understandings; and (iii) may be amended or modified only by written documents duly authorized, executed and delivered by the parties. This Lease is binding on you and your successors and assigns. You authorize us, our agent, or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Lease or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT.** We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Lease is reflected in the Lease Payment.

14. ELECTRONIC TRANSMISSION OF DOCUMENTATION. This Lease may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If you sign and transmit this Lease to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Lease manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Lease, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signature; and (d) at our request, you, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

July 28, 2020

Contract #20-99

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: 2020 Rural Fire Capacity Grant (#RFC-21-070)

INITIATED BY: Cascade County Disaster & Emergency Services

ACTION REQUESTED: Approval of Contract 20-99

PRESENTED BY: Brad Call, Director of Emergency Management

SYNOPSIS:

Cascade County applied for the 2020 Rural Fire Capacity Program Grant May 2020. This grant assists our Volunteer Fire Departments in acquiring equipment. On July 13th we received documentation that we were awarded the 2020 Rural Fire Capacity Grant (#RFC-21-070) in the amount of \$13,000.00. A requirement of the grant is that the Fire Departments agree to a 10% match.

RECOMMENDATION:

After reviewing the contract documents, staff recommends that the Board of County Commissioners accept the terms and sign the Rural Fire Capacity Program Subaward Agreement.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chairman, I move the Cascade County Commissioners **APPROVE** Contract #20-99 for the 2020 Rural Fire Capacity Grant (#RFC-21-070) that will assist the Volunteer Fire Departments in acquiring equipment.

MOTION TO DISAPPROVE:

Mr. Chairman, I move the Cascade County Commissioners **DISAPPROVE** Contract #20-99 for the 2020 Rural Fire Capacity Grant (#RFC-21-070) that will assist the Volunteer Fire Departments in acquiring equipment.

RURAL FIRE CAPACITY PROGRAM SUBAWARD AGREEMENT

F-215

File: 383.71

DNRC Subaward Number: RFC-21-070

USDA FS GRANT #20-DG-11010000-024

CFDA # 10.664 County: Cascade

Agency: Cascade County Fire Council

This subaward agreement (subaward) is made and entered into between Cascade County Fire Council, hereinafter called the "Subrecipient", Federal ID No. 81-6001343, DUNS #100360493, and the Montana Department of Natural Resources and Conservation, Forestry Division, hereinafter called the "DNRC".

The parties to this subaward, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

SECTION 1: This subaward is effective on the date of the last signature, and shall continue in force until the DNRC determines that the scope of the work described in Section 2 has been achieved, no later than May 1, 2021.

SECTION 2: The Subrecipient agrees to complete the project subject to the subrecipient's application and the terms and specifications set forth in Appendix "A", attached hereto and incorporated herein by reference

SECTION 3: Payment to the Subrecipient by the DNRC shall be made as claims for reimbursement are submitted by the Subrecipient and approved by DNRC. Each claim for reimbursement shall be supported by proper documentation to establish the costs incurred and paid. Costs incurred prior to this subaward are not eligible for reimbursement, but may be counted as match funds upon prior written approval by DNRC. The Subrecipient shall maintain financial records in accordance with standard accounting methods to document all claims under this subaward for three (3) years after the date of expiration of this subaward.

The amount payable on each claim shall be ninety percent (90%) of the total amount billed by the subrecipient, with ten percent (10%) withheld until final payment. Final payment, including the amount withheld by the DNRC, shall be made when the project has been completed, approved and accepted by the DNRC.

SECTION 4: The federal funds obligated to the project shall not exceed \$13,000.00. This subaward requires a match of 90:10 of federal to non-federal funds.

SECTION 5: The Subrecipient agrees to utilize trainers whose names appear on the Montana Office of Public Instruction certification roster in the structural training programs, and to utilize trainers approved by the DNRC in wildland fire training programs.

SECTION 6: Upon completion of the project, the Subrecipient agrees to furnish the DNRC with completed organizational plans, maps, and all other documents and papers prepared for the project along with a list of all trainees satisfactorily completing training and the total course hours by subject matter certified by the trainers involved for each trainee. The Subrecipient shall notify the DNRC of all equipment purchases and the completion of equipment modifications funded under this subaward and shall allow an inspection by the DNRC of such purchases and modifications. "Equipment" is defined as an item of tangible property with a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more.

SECTION 7: For purposes of valuing match contributions, the Subrecipient agrees to a fixed rate per hour of \$23.09 for all contributed labor, and all volunteer training which is not a direct cost to the Subrecipient.

SECTION 8: The Subrecipient agrees that the Legislative Auditor and the DNRC may audit all records which it keeps or has reason to maintain under the terms of this subaward.

SECTION 9: The subrecipient is bound by the provisions set forth in the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended, and those provisions are herein incorporated by reference.

These grant funds are made available as a subaward under a federal award made by the U.S. Forest Service to DNRC. The Subrecipient must comply with the requirements of the Federal Office of Management and Budget (OMB) guidance in subparts A through F of Circular 2 CFR 200 "UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS" as adopted and supplemented by the USDA in 2 CFR part 400. These regulations are available online at the following website: www.ecfr.gov

SECTION 10: It is understood between the parties hereto that the Subrecipient or its employees are not employees of the DNRC and are not covered by the DNRC's Workers' Compensation insurance. The Subrecipient is responsible for ensuring that it and its employees are covered by Workers' Compensation Insurance and that its contractors are in compliance with the coverage provisions of the Workers' Compensation Act.

SECTION 11: The Subrecipient shall indemnify and hold the DNRC harmless from and against any and all claims, demands or actions from damages to property or injury to persons arising out of, or resulting from the performance of the project, provided such damages to property or injury to persons is due, in whole or in part, to the error, omission or negligent acts of the Subrecipient or any of its employees.

SECTION 12: The parties mutually agree that there will be no assignment or transfer of this subaward, nor of any interest in this subaward unless agreed to by both parties.

SECTION 13: The expenditure of any money or the performance of any work done by the Subrecipient is contingent upon the DNRC receiving funds under the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended. DNRC may, at its sole discretion, terminate or reduce the scope of this subaward if available funding is reduced for any reason. DNRC will provide Subrecipient at least 30 days' notice if termination of this subaward is determined to be necessary due to unavailability of funds. Until DNRC notifies Subrecipient that obligated funds are unavailable, DNRC will continue to comply with the terms of this subaward, including the disbursement of funds for eligible expenses incurred by Subrecipient up to the specified date and time of termination.

SECTION 14: Upon the failure of the Subrecipient to perform any of its obligations under this subaward, the DNRC may give notice to the Subrecipient in writing of the nature of its default and require the Subrecipient within a period specified in such notice, but not less than ninety (90) days, to correct its failure in compliance, and upon the Subrecipient's failure to do so, may terminate this subaward.

SECTION 15: This subaward consists of three (3) numbered pages, Form AD-1048 ("Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tier Covered Transactions"), to be signed by the Subrecipient and incorporated herein by reference, and Appendices A and B as noted. These documents are the entire agreement of the parties. Any amendment or modification must be in a written agreement signed by all parties.

SECTION 16: During the performance of this subaward, the Subrecipient agrees as follows:

16.1: The Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Subrecipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

16.2: The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

16.3: In the event of the Subrecipient's non-compliance with the non-discrimination clauses of this subaward or with any of such rules, regulations, or order, this subaward may, under Section 14, be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further DNRC subawards.

SECTION 17: The Subrecipient agrees to maintain records showing current status of equipment purchased under this subaward. The Subrecipient further agrees to abide by the Property Management Standards of the U.S. Forest Service as detailed in Appendix "B" attached hereto and incorporated herein by reference. These requirements shall remain effective while the equipment is in the possession of and under the ownership of the Subrecipient.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year above written.

Subrecipient

DNRC

By: _____

By: _____

Michael T. DeGrosky, Chief
Fire Protection Bureau
Forestry Division, Montana DNRC

Title: _____

Agency: Cascade County Fire Council

Date: _____

Date: _____

July 28, 2020

Contract #20-104

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

Service Agreement between Cascade County Aging Services and the Sun River Valley Senior Center for Older Americans Services in FY2021

ACTION REQUESTED:

Approval Contract #20-104

PRESENTED BY:

Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

Cascade County Aging Services has a Service Agreement in place with the Montana Department of Health and Human Services Senior Long-Term Care Division (DHPPHS SLTC) to provide services to people over the age of 60 so that they may remain independent in their homes and age in place. These services include such things as meals provided in a Congregate Setting and Educational/Information sessions on topics of interest to seniors or those that care for them as well as opportunities to socialize with peers. These services are intended to meet the health, well-being, socialization and nutritional needs of persons over the age of 60.

Cascade County Aging Services does not have the capacity to provide some of the services and chooses to contract with the senior centers located throughout the County to provide a portion of the services. Namely, we look to the Senior Centers to provide space/time to others who would like to give presentations related to topics of interest to the senior population, e.g. housing, tax preparation, elder abuse, legal document review, health prevention, exercise, cards, bingo and other activities. There are six (6) centers in Cascade County, all operating as private non-profits, and all providing varying activities under agreement with Cascade County Aging Services. These agreements have been informally in place for a number of years, but the requirements of 2 CFR 200 Uniform Guidance of Grants and Cooperative Agreements as well as those passed to the Agency by the Service Agreement in place with Montana DPHHS SLTC, dictate that these agreements take the form of a written, annual services agreement and/or memorandum of understanding to ensure that all applicable regulations pertaining to the funding is followed.

To that end, Contract 20-104 is with the Sun River Valley Citizens Center for the period of July 1, 2020 through June 30, 2021 and will be renewed annually at the beginning of each subsequent fiscal year provided the funding for this programming continues. The contract with the Center includes a payment of Federal Funds that are received as pass-through funding from Montana DPHHS SLTC for the purpose of providing programming at the Center to include educational presentations, socialization opportunities, information and referral (one stop shop for people who do not know where to go and referred onto an appropriate spot), exercise, congregate meal service and other opportunities for people over 60 to engage with their community. Those payments are \$605/month in Federal Older Americans Title IIIB funds and payable upon receipt of report and data sets each month prior to the 5th working day of the month. The total FY2021 agreement will not exceed \$7,260.

RECOMMENDATION:

Staff has worked with the Sun River Valley Center to reach the terms of this agreement and has received copies of all pertinent corporate documents required for recordkeeping. Staff now recommends approval of contract #20-104

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners **APPROVE** Contract #20-104 Service agreement between Cascade County Aging Services and the Sun River Valley Senior Center for the period July 1, 2020 through June 30, 2021 for a total sum not to exceed \$7,260.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract #20-104 Service agreement between Cascade County Aging Services and the Sun River Valley Senior Center for the period July 1, 2020 through June 30, 2021 for a total sum not to exceed \$7,260.

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement is entered into by and between Cascade County, for the Cascade County Aging Services – Area VIII Agency on Aging (AGENCY) and the Sun River Valley Community Center EIN 81-041039 (PROVIDER).

WHEREAS, the Agency has contracted funds from the Montana Department of Public Health and Human Services (MDPHHS) Older Americans Act and from other funding sources to provide certain services to the senior populations in Cascade County; and

WHEREAS, the Agency, under its agreement with MDPHHS, must assure the provision of nutrition and/or other community based support services to adults age 60 and over to assist in meeting their special nutritional and social needs and to enhance their health, well-being and quality of life; and

WHEREAS, Provider operates the Sun River Valley Community Center (CENTER) in the Town of Fort Shaw, Montana, and is interested in providing such services to the senior population in the Sun River Valley of Montana, on behalf of the Agency; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Agency and the Provider hereby agree as follows:

SECTION 1 – INCORPORATION OF RECITALS.

The Recitals set forth above are incorporated into and shall constitute a material part of this Service Provider Agreement (“Agreement”).

SECTION 2 – PURPOSE.

The Purpose of this Agreement is to assure provision of nutrition and/or other community based support services to adults age 60 and over to assist in meeting their special nutritional and social needs and to enhance their health, well-being and quality of life, to be funded by the Older Americans Act funds and other funding sources secured for this purpose by the Agency.

As a condition of receiving federal, state and county funding from the Agency, the Provider must comply with the terms of this agreement, provisions of the Older Americans Act and other applicable federal and state regulations.

SECTION 3 – EFFECTIVE DATE & DURATION

The Provider shall commence performance of this Agreement on July 1, 2020 and shall complete performance to the satisfaction of the Agency on June 30, 2021.

SECTION 4 – COMPLIANCE AND REQUIRED SUPPORTING DOCUMENTATION

As a condition of receiving federal, state and county funding from the Agency, the Provider must comply with the terms of this Agreement, the provisions of the Older Americans Act, and all other applicable federal and state regulations as set forth herein.

Upon signing the Agreement, and in the event changes occur during the term of this Agreement, the Provider shall submit the following documents to the Agency, which are incorporated in this Agreement as though fully set forth herein:

- IRS Tax exempt letter
- Organization Bylaws
- Most recently filed 990
- Financial Statements (Income Statement & Balance Sheet) for the Provider's most recently completed fiscal year
- Board approved budget for the Provider's current fiscal year
- Names and contact information, including email addresses (if available), for current Board of Directors, with officers as well as the primary Provider Point of Contact for this Agreement indicated.
- Recent sample newsletter, brochure or other marketing materials that describe activities and services provided at the Provider's location.
- W-9 and current certification of insurance in the following coverage/limits naming Cascade County as an additional insured:
 - Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence.
 - Professional Liability Insurance with a minimum of \$1,000,000 per occurrence is required for professional services, such as auditing or consulting
 - Auto Liability - Auto Combined Single Liability with a minimum limit of \$1,000,000 per accident must be provided if the Provider owns a vehicle.
 - If board members, staff, or volunteers drive their own vehicles while working on behalf of the Provider, the Provider must submit proof of personal auto insurance for each driver to the Agency annually and upon each individuals' policy renewal.
 - Worker's Compensation coverage or an Independent Contractor Exemption Certificate that indicates the applicable work being performed.
 - An Excess/Umbrella Liability policy may be used to supplement the general liability coverage and/or auto liability coverage, in order to match or exceed the minimum dollar limits above. The Excess/Umbrella Liability policy may not be used in place of Worker's Compensation coverage or an Independent Contractor Exemption Certificate.

SECTION 5 – RESPONSIBILITIES OF THE PROVIDER

The Provider agrees to the following:

A. GENERAL REQUIREMENTS:

- Comply with the Older Americans Act and all other applicable federal and state regulations and guidelines.
- Ensure services are targeted to seniors with the greatest social and economic need.
- Work with Agency staff to identify, prioritize and respond to needs for aging services in the local area.
- Report management, financial and program information to the Agency on a quarterly basis. Quarterly reports are due 30 days after the end of the quarter and shall, at a minimum, include the following:
 - Copies of Board minutes for the quarter
 - Financial Statements: Income Statement, Balance Sheet and Budget to Actuals report that clearly identifies how the funds dispensed as part of this Agreement were spent.
 - Final quarterly reports shall be reported to cover the full contract duration July 1, 2010 to June 30, 2021)
- Ensure that Board Members review the Agreement, and any renewals thereof, with the Agency.
- Refer all client complaints to the Agency in a timely manner and be available to assist with complaint resolution, if requested.
- Disseminate, encourage completion of and retrieve Agency surveys of clients as requested; provide assistance to clients with completing surveys, if needed.

B. NUTRITION SERVICES (TITLE IIIC-1 Nutrition Services – CFDA 93.045)

- Cooperate with the Agency on the provision of the Congregate Meal Program according to the guidelines set by the Agency.
 - Meals will be prepared by a cook employed by the Agency
 - Meals will be served on Wednesdays and Thursdays
 - Menu preparation and food ordering will be done by the Agency
- Assume full responsibility for providing one or more volunteers to assist with the meal service on Wednesday & Thursday.
- Engage in outreach and promotion to encourage growth in the Congregate Meal Program.
- Identify and refer potential home delivery clients to Agency staff for required assessment and intake
- Engage the services of a Site Manager for Congregate Meal Program with responsibility for taking meal reservations, meal ordering, site preparation/cleaning up, greeting and interacting with the diners and providing them with hands on assistance as needed, food service compliance with food handling and safety standards, collecting and submitting meal donations,

volunteer recruitment and coordination, referral to Agency staff any potential home delivery clients and outreach/promotion of the meal program.

- The Site Manager must communicate regularly with Agency staff to ensure high quality service delivery and must attend mandatory Nutrition Committee meetings at the Agency. The Site Manager is required to submit the following documentation for the Provider on a timely basis:
 - Meal Tally (units of service and client information)
 - New Client Capstone Intake Form (completely filled out)
 - Other Documentation Requested by the Agency
- Site manager will collect payment for meals daily and remit those funds to the Agency monthly by no later than the 5th day of the following month.
- Submit to the Agency monthly documentation delineating each person served (including all new intake forms, when needed); total number of units (meals) served and any required match. Such documentation shall be submitted no later than the fifth (5th) working day of each month for the month prior.

C. HEALTH PROMOTION (TITLE IIID Preventative Health – CFDA 93.043)

- Provide activities and services as agreed upon and **approved** by the Agency
- Assume full responsibility for organizing and administering the chosen activities or services and arrange for payment of related costs
- Provide qualified leaders, organizers, interpreters, etc. as needed
- Submit monthly documentation by the fifth (5th) working day of the month to the agency to include the following:
 - Description of **approved evidence-based activities or services** provided during the month, including the names of the leaders/organizers and their credentials
 - Dates of activities or services and copies of the sign-in sheets
 - Summary of total number of participants over the age of sixty (60) per activity
- Activities under this category must meet the American Community Living (ACL) definition of evidence-based programming to qualify

D. ACTIVITIES AND SERVICES (TITLE IIIB – Supportive Services CFDA 93.044)

- Develop and implement activities and services designed to:
 - Prevent or delay institutionalization
 - Increase community engagement and decrease social isolation
 - Increase opportunities to participate in healthy lifestyles
 - Promote intergenerational activities or relationships and/or
 - Enhance the health, well-being and quality of life of seniors
- Promote activities and services in the senior community through outreach, education and marketing efforts
- Assume responsibility for organizing and implementing the chosen activities or services

- Submit monthly reports by the fifth (5th) working day of the month to the Agency that include:
 - Description of the services or activities provided with dates and number of participants
 - Summary of related outreach activities
 - Surveys, comments, or other feedback on the impact, when available

SECTION 6 – RESPONSIBILITIES OF AREA VIII AGENCY ON AGING

The Agency agrees to:

A. GENERAL REQUIREMENTS:

- As authorized by law, advocate for adequate funding for aging services and for policies that support high quality, flexible and individualized service delivery.
- Offer technical assistance and guidance to the Provider to improve and grow Center programs.
- Collect and compile necessary financial and statistical information to complete federal, state and other required reports.
- Conduct periodic review of board governance, provider policies/procedures and services to ensure compliance with the Agreement, Older Americans Act and/or other relevant regulations and guidelines.
- Inform the Provider and the State Unit on Aging of any issues with non-compliance.
- Enter all required data related to this Agreement into the Capstone Data Base maintained by the MDPHHS State Unit on Aging. Data will be entered no later than the tenth (10th) day of the month.

B. NUTRITION SITE SERVICES:

- Provide outreach and publicity concerning the availability of and guidelines for receipt of nutrition services.
- Provide guidance to the Provider regarding meal program requirements and food safety standards.
- Conduct periodic site reviews to ensure program compliance, food safety compliance and quality service delivery.
- Conduct intake assessments for home-delivery clients.
- Review monthly menus the month prior to service for nutritional compliance.
- Facilitate Nutrition Committee meetings.
- Provide periodic nutrition education to congregate sites and home-delivery clients.

C. OTHER ACTIVITIES AND SERVICES:

- Assist with promotion and outreach efforts related to the Provider's activities and services.
- Provide assistance and guidance in developing activities or services, as requested

SECTION 7 – BILLING AND PAYMENT

The Agency agrees to:

- Remit to the Provider \$605 on a monthly basis or \$7,260/year for Title 3B Services CFDA 93.044.
- Funds are subject to the availability of funds from the Master Contract with MDPHHS and are subject to modification based on budget revisions received from them.
- Agency agrees to provide instruction to the Provider on how to account for and report revenue/expenditures related to this Agreement.
- Agency retains the right to withhold payment if required monthly reports are not submitted in a timely manner. Payments will be made once all reports have been submitted to the Agency.

The foregoing notwithstanding, Provider recognizes that the funding for this Agreement is based upon a pass through by Agency of contracted government funds and/or grants. Accordingly, in the event that anticipated funds are reduced or become unavailable at any time during the term of this Agreement, Agency, in its sole and absolute discretion and without recourse of any kind, shall be relieved from further performance of this Agreement beyond the date Federal or State funds are reduced or become unavailable.

SECTION 8 – PROVIDER PERFORMANCE REVIEW

The Agency will monitor the Provider's performance as follows:

- Review of quarterly financial and monthly programmatic reports with any follow up as necessary
- Periodic on-site visits (announced and unannounced)
 - Annual Nutrition Site Review (if applicable)

SECTION 9 – DUPLICATION OF COSTS

The Provider represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other government contract, subcontract or other government source.

SECTION 10 – COPYRIGHTS

The Agency and the State Unit on Aging shall have a royalty, non-exclusive and irrevocable right to reproduce, publish or otherwise authorize others to use for Agency purposes any material developed under this Agreement.

SECTION 11 – CONFIDENTIALITY

The use or disclosure, by any party, of any information concerning a recipient in violation of any rule of confidentiality or for any purpose not directly connected with the

administration of the Agency's or the Provider's responsibility with respect to services hereunder is prohibited, except with the written consent of the recipient or the court appointed guardian of a recipient.

Confidential information is defined as personal information which federal or state legal authorities or regulations protect from general public access and release. It includes, but is not limited to, social security number, driver's license, street and postal addresses, phone number, email address, medical data, protected health information as defined for purposes of the federal Health Insurance Portability and Accountability Act (HIPAA) and Health Information for Economic and Clinical Health Act (HITECH), programmatic individual eligibility, case management, payment and benefit information obtained from the IRS or other third parties that is protected and confidential.

The Agency and the Provider will protect confidential personal information using security standards and procedures meeting current best practices. Immediately upon discovering any unauthorized disclosure or use of confidential personal information by the Provider or its employees or agents, the Provider will notify the Agency and will take immediate measures to retrieve all such information and prevent further unauthorized disclosure or use.

SECTION 12 – INDEMNIFICATION

The Provider agrees to, indemnify, protect, defend and hold harmless Cascade County, the Area VIII Agency on Aging, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence, intentional act or misconduct of Provider, its agents, representatives or employees, assigns and subcontractors under this Agreement.

SECTION 13 – ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Provider agrees not to enter into sub-contracts for any of the work contemplated under this Agreement without prior written approval of the Agency. The Provider further agrees not to assign or transfer any work contemplated under this Agreement.

SECTION 14 – RESOLUTION OF AGREEMENT DISPUTE

The parties agree that any dispute arising under this Agreement which is not disposed of by negotiation and agreement, shall be decided by the Director of the Area VIII Agency on Aging, or her designee, who shall commit her decision to writing and furnish a copy to the Provider. The decision of the Director shall be final. Pending final resolution of such dispute the Provider agrees to continue performance under this Agreement unless the Agency requests the Provider to discontinue such performance.

SECTION 15 – AGREEMENT MODIFICATION

The Agency may modify the allocation of funds in this Agreement to contribute to the growth and betterment of programs. Any modification will be subject to the availability of funds and budget requirements. Level of service and costs will be reviewed and revised annually. Other changes to this Agreement can only be accomplished by written amendment signed by authorized representatives of both parties and attached to the original of this Agreement.

SECTION 16– COMPLIANCE WITH APPLICABLE POLICIES, LAWS AND REQUIREMENTS

Provider will comply with all applicable Federal, State and Cascade County regulations and Agency policies, including those pertaining to licensing, in performing this Agreement.

A. COMPLIANCE WITH FEDERAL AUTHORITIES:

Provider assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Agreement, to include the applicable provisions of the below referenced laws, regulations and executive orders. The list is not intended, nor must it be construed, as a listing of all authorities with which Provider must comply for the purposes of the Agreement. The Provider is responsible for determining with which authorities, if any in addition to the foregoing, it must comply in the performance of the Agreement.

1. Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin;
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age;
3. Education Amendments of 1972 (20 U.S.C. § 1681), prohibiting discrimination based upon gender;
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability;
5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability;
6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions of recruit and employ protected veterans.

7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices.
8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the “Lincoln Law”), prohibiting recipients of federal payments from submitting a false claim for payment.
10. Sherman Anti-Trust Act, 15 U.S.C. §§1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate or foreign trade.
11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.
12. Debarment and Suspension (Executive Orders 12549 and 12689, 2 CFR 180 and 2 CFR Subtitle B, Chapter III Part 300) prohibiting contract awards to parties listed on government-wide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
13. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.
14. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), prohibiting the use of federal funds to pay for any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
15. Drug-Free Workplace Act of 1988, 41 U.S.C. §701, et. seq., requiring all organizations receiving federal monies to maintain a drug-free workplace.
16. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation;

- a. **First-tier Subawards.**

All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about

each obligating action in accordance with the submission instructions posted at www.fsrs.gov.

b. Total Compensation of Recipient Executives.

- i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
 - (A) the total Federal funding authorized to date under this award is \$25,000 or more;
 - (B) in the preceding fiscal year, recipients received -
 - (1) Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through periodic reports filed under the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.
- ii. Where and when to report. Recipients must report executive total compensation described in paragraph b.1 of this award term:
 - (A) The Provider is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$25,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Provider must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than \$25,000.
 - (B) The Provider will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:

DPHHS
Attn: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210

c. Total Compensation of Subrecipient Executives.

All recipients unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

(i) in the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(C) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

d. Exemptions. All recipients' gross income, from all sources of the previous tax year, under \$300,000, are exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

17. Disclosure of Ownership and Control Information pursuant to 42 C.F.R. §§ 455.104, 455.105, and 455.106, requiring disclosures of ownership and control, business transactions, and persons with criminal convictions in connection with the delivery of Medicaid funded services.

18. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology for Economic And Clinical Health of 2009 (HITECH), requiring compliance with privacy, security, electronic transmission, coding and other requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.

19. Patient Protection and Affordable Care Act – P.L. 111-148

20. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.

B. COMPLIANCE WITH STATE OF MONTANA AUTHORITIES:

Provider assures that it and any of its subcontractors will comply with all State of Montana laws, rules, ordinances and executive orders, that are applicable to this Agreement, to include the provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all authorities with which Provider must comply for the purposes of the Agreement. Provider is responsible for determining with which, if any in addition to the foregoing authorities it must comply in the performance of the Agreement.

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
2. Montana Anti-Trust laws – §30-14-201, MCA, et. seq.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3

SECTION 17 – LIAISON

The Agency Director will act as the liaison to the Provider. The liaison will be the first contact regarding any questions and problems which arise in implementation of this Agreement.

SECTION 18 – TERMINATION

This Agreement may be canceled or terminated by either of the parties without cause; however, the parties seeking to terminate or cancel this Agreement must give written notice of its intention to do so to the other party at least thirty (30) days prior to the effective day of cancellation or termination.

If the Provider fails to provide services called for by this Agreement, or to provide such services within the time specified herein or any extension thereof, the Agency may, by written notice of default to the Provider, terminate the whole or any part of this Agreement upon written notice.

The Agency may, upon finding that the Provider is not in compliance with any law or regulation, or applicable licensure and certification requirement, terminate this Agreement upon written notice to the Provider.

The above remedies are in addition to any other remedies provided by law or the terms of this Agreement.

Upon agreement termination or non-renewal of this Agreement, the Provider will allow the Agency, its agents and representatives, subject to reasonable notice full access to

Provider's facilities and to examine and duplicate as necessary records (subject to confidentiality requirements) for the purpose of facilitating transfer of the Agreement activities.

SECTION 19 – FORCE MAJEURE

The Provider shall not be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the Provider. Such causes may include, but are not restricted to, acts of God or the public enemy, fire, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Provider.

SECTION 20 – INDEPENDENT CONTRACTOR/AGENCY

The Provider is an independent contractor, providing services for the Agency, Cascade County, and the State of Montana. Neither the Provider, nor any of its employees are employees of the Agency or Cascade County under this Agreement.

SECTION 21 – ACCOUNTING, COST PRINCIPALS, AND AUDIT

A. ACCOUNTING STANDARDS:

The Provider must maintain a system of accounting procedures and practices sufficient for MDPHHS and the Agency to determine to their satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. AUDITS AND OTHER INVESTIGATIONS:

The Provider must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

MDPHHS, Agency and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, and program assessments to ensure the appropriate administration and performance of this Agreement, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Agreement. The Provider will provide MDPHHS, the Agency and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Provider's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken and access shall be afforded under this section from the time the parties enter this Agreement until the expiration of 8 years from the completion date of this Agreement.

C. CORRECTIVE ACTION:

If directed by MDPHHS or Agency, the Provider must take immediate corrective action to resolve program management, assessment and/or audit findings. The Provider must immediately prepare a corrective action plan detailing actions the Provider proposes to undertake to resolve the audit findings. MDPHHS or Agency may direct the Provider to modify the corrective action plan.

D. REIMBURSEMENT FOR SUMS OWING:

The Provider must reimburse or compensate MDPHHS or the Agency in any other manner as MDPHHS may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to MDPHHS.

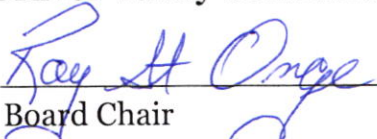
SECTION 22 – RECORD RETENTION

The Provider must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Agreement and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Agreement and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Agreement. If any litigation, reviews, claims or audits concerning the records related to the performance of the Agreement is begun, then the Provider must continue to retain records until such activity is completed. The Provider must provide MDPHHS and its authorized agents with reasonable access to records the Provider maintains for purposes of this Agreement. The Provider must make the records available at all reasonable times at the Provider's general offices or other location as agreed to by the parties.

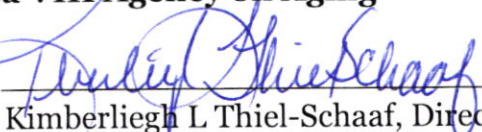
SECTION 23 – MODIFICATIONS AND PREVIOUS AGREEMENTS

This instrument contains the entire agreement between the parties and no statements, promises, or inducements made by either party or agents of either party that are not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except by written amendment.

Sun River Valley Community Center

BY:  DATE: 7/15/20
Board Chair

Area VIII Agency on Aging

BY:  DATE: 7/20/2020
Kimberliegh L Thiel-Schaaf, Director

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

CONTRACT

20-104

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on 28th of July 2020.

Attest

On this 28th day of July 2020, I hereby attest the above-written signatures of
James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

July 28, 2020

Contract #20-105

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract Modification for DPHHS Grant
Project Title: IV-E Legal Services DPHHS
Contract Number: 20123LEGL0001

INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED: Approval of Contract 20-105

BACKGROUND:

The Cascade County Attorney's Office has had an agreement in place with Montana DPHHS wherein it receives funding for attorney time working on Youth In Need of Care Cases in Cascade County. This modification continues the existing financial support through June 30, 2026. All other terms and conditions of the original contract remain unchanged.

RECOMMENDATION: Approval of Contract 20-105

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract 20-105, a Contract Modification for DPHHS Grant Project Title: IV-E Legal Services under DPHHS Contract Number: 20123LEGL0001 to extend the contract term through June 30, 2026.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract 20-105, a Contract Modification for DPHHS Grant Project Title: IV-E Legal Services under DPHHS Contract Number: 20123LEGL0001 to extend the contract term through June 30, 2026.

CONTRACT AMENDMENT JULY 1, 2020

CONTRACT FOR IV-E LEGAL SERVICES
CHILD AND FAMILY SERVICES CONTRACT NUMBER 20123LEGL0001

This CONTRACT AMENDMENT is to amend the above-referenced contract between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: 301 S. Park Avenue, PO Box 8005, Helena, MT, 59604-8005, Phone Number (406) 841-2400, Fax Number (406) 841-2487, and Cascade County Attorney, ("Contractor"), whose contact information is as follows: Federal Tax ID 816001343, 121 4th Street North, Ste. 2A, Great Falls, MT, 59401, Phone Number (406) 454-6915, respectively (collectively, the "Parties").

Effective July 1, 2020 this Contract is amended as follows. Existing language has been struck; amended language underlined.

Section 2. TERM OF CONTRACT

~~The term of this contract is from July 1, 2019 through June 30, 2020, unless terminated otherwise in accordance with contract.~~

The term of this contract is from July 1, 2020 through June 30, 2026, unless terminated in accordance with the contract.

AUTHORITY TO EXECUTE

Except as modified above, all other terms and conditions of Contract Number 20123LEGL0001 remain unchanged.

The parties through their authorized agents have executed this Contract Amendment on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Mick Leary, Program Bureau Chief

CONTRACTOR

BY:  Date 20 JUL 20
Cascade County Attorney

ASSURANCES

DEPARTMENT'S ANNUAL CERTIFICATION

DPHHS GS-301
Rev. 5/2019

ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS

This annual certification form is standardized for general use by the Department of Public Health and Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor, in signing this form, is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

Cascade County Attorney

The **Contractor**, Cascade County Attorney, for the purpose of contracting with the Montana Department of Public Health and Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal Antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair

advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.

- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729 3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, Chapter, 8, Part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.
- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department of Labor and Industry in accordance with 39-71-417 through 39-71-419, MCA.
- F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines to Agencies on Government Wide Debarment and Suspension (non-procurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State of Montana.
- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the federal Health Information Technology for Economic and Clinical Health (HITECH), a part of the American Recovery and Reinvestment Act of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.
- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.
- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, *et seq.*, drug-free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) and presents that information to all employees.
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities and Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, Section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part 15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

CONTRACTOR

BY: 
Cascade County Attorney

Date: 20 JUL 20

SOURCES OF INFORMATION

DPHHS GS-302
Rev. 06/2018

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department of Public Health and Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

1. U.S. Department of Health and Human Services / Office of Civil Rights www.hhs.gov/ocr/hipaa

The federal Department of Health and Human Services / Office of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA / HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

2. U.S. Department of Health and Human Services / Centers for Disease Control and Prevention
<http://www.cdc.gov/Other/privacy.html>

The federal Department of Health and Human Services / Centers for Disease Control and Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website for Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements.

<https://medicaidprovider.mt.gov/>

Further information concerning HIPAA / HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department website for DPHHS HIPAA Policies. <https://dphhs.mt.gov/HIPAA>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA / HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

ASSURANCES NON-CONSTRUCTION OMB 424

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions reducing this burden, to the Office of Management and Budget, Paperwork Reduction project (0348-0040), Washington, DC 20503. **PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified.



As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333, regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of

violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approval State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C., 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION Cascade County Attorney	DATE SUBMITTED

DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
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(See reverse for public burden disclosure)

4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI): _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____		
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<table style="width: 100%;"> <tr> <td style="width: 60%;">Federal Use Only:</td> <td style="width: 40%; text-align: right;">Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</td> </tr> </table>		Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awarded or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award of loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action, where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DARK MONEY DISCLOSURE DECLARATION

Declaration Form Dark Money Spending Disclosure Requirements

Contracting Entity shall comply with the State of Montana Executive Order No. 15-2018 requiring the disclosure of dark money spending.

Definitions. As used in this declaration form, the following definitions apply:

Electioneering Communication: A paid communication that is publicly distributed by radio, television, cable, satellite, internet website, mobile device, newspaper, periodical, billboard, mail, or any other distribution of printed or electronic materials, that is made within 60 days of the initiation of voting in an election in Montana, that can be received by more than 100 recipients in the district in Montana voting on the candidate or ballot issue, and that:

- a. refers to one or more clearly identified candidates in that election in Montana;
- b. depicts the name, image, likeness, or voice of one or more clearly identified candidates in that election in Montana; or
- c. refers to a political party, ballot issue, or other question submitted to the voters in that election in Montana.

The term does not mean:

- a. a bona fide news story, commentary, blog, or editorial distributed through the facilities of any broadcasting station, newspaper, magazine, internet website, or other periodical publication of general circulation unless the facilities are owned or controlled by a candidate or political committee;
- b. a communication by any membership organization or corporation to its members, stockholders, or employees;
- c. a commercial communication that depicts a candidate's name, image, likeness, or voice only in the candidate's capacity as owner, operator, or employee of a business that existed prior to the candidacy; or
- d. a communication that constitutes a candidate debate or forum or that solely promotes a candidate debate or forum and is made by or on behalf of the person sponsoring the debate or forum.

In this definition, the phrase "made within 60 days of the initiation of voting in an election" means:

- a. in the case of mail ballot elections, the initiation of voting occurs when official ballot packets are mailed to qualified electors pursuant to 13-19-206, MCA; or
- b. in other elections the initiation of voting occurs when absentee ballot packets are mailed to or otherwise delivered to qualified electors pursuant to 13-13-214, MCA.

Contracting Entity: A bidder, offeror, or contractor.

Covered Expenditure means:

- a. A contribution, expenditure, or transfer made by the Contracting Entity, any of its parent entities, or any affiliates or subsidiaries within the entity's control, that:
 - i. is to or on behalf of a candidate for office, a political party, or a party committee in Montana; or
 - ii. is to another entity, regardless of the entity's tax status, that pays for an Electioneering Communication, or that makes contributions, transfers, or expenditures to another entity, regardless of its tax status, that pays for Electioneering Communication; and
- b. The term excludes an expenditure made by the Contracting Entity, any of its parent entities, or any affiliates or subsidiaries within the entity's control made in the ordinary course of business conducted by the entity making the expenditure; investments; or expenditures or contributions where the entity making the expenditure or contribution and the recipient agree that it will not be used to contribute to candidates, parties, or Electioneering Communication.

Solicitation Requirements. The Contracting Entity shall disclose Covered Expenditures that the Contracting Entity has made within two years prior to submission of its bid or offer.

The disclosure of Covered Expenditures is only required by the bidder/offeror whenever the aggregate amount of Covered Expenditures made within a 24-month period by the bidder/offeror, any parent entities, or any affiliates or subsidiaries within the bidder/offeror's control exceeds \$2,500.

If the bidder/offeror meets the disclosure requirements, the bidder/offeror shall submit this signed declaration form indicating "Yes" AND the required disclosure form with its bid/proposal.

If the bidder/offeror does NOT meet the disclosure requirements, the bidder/offeror shall submit this signed declaration form with its bid/proposal indicating "No".

Annual Contract Requirements. The Contracting Entity agrees that if awarded a contract and the contract term exceeds, or has the potential to exceed 24 months, it must annually review and complete a new declaration form and disclosure form, if necessary.

☒ No - I do NOT meet the disclosure requirements. I certify that I have read, understand these requirements and the Contracting Entity has not made Covered Expenditures in excess of \$2,500 in the 24 months immediately preceding the submission of this form. **CONTRACT**

20-105



Cascade County Attorney

Authorized Signature

Date

20123LEGL0001

Contract or Solicitation Number

☐ Yes - I meet the disclosure requirements for the 24 months immediately preceding the submission of this form. I have read, understand the requirements and I will complete the necessary disclosure form and submit it with this form.

Disclosure Template: <http://sfsd.mt.gov/SPB/Dark-Money>

Cascade County Attorney

Authorized Signature

Date

20123LEGL0001

Contract or Solicitation Number

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this 28th day of July, 2020.

Attest

**On this _____ day of _____, 2020, I hereby attest the above-written signatures of
James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.**

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

*** APPROVED AS TO FORM:
Josh Racki, County Attorney**

DEPUTY COUNTY ATTORNEY

*** THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.**

July 28, 2020

Contract #20-106

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract Modification for DPHHS Grant
Project Title: DPHHS Contract for Paralegal
Services Contract Number: 20143PARA0001

INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED: Approval of Contract 20-106

BACKGROUND:

The Cascade County Attorney's Office has had an agreement in place with Montana DPHHS wherein it receives funding for paralegal time working on Youth In Need of Care Cases in Cascade County. This modification continues the existing financial support through June 30, 2026. All other terms and conditions of the original contract remain unchanged.

RECOMMENDATION: Approval of Contract 20-106

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract 20-106, a Contract Modification for DPHHS Grant Project Title: DPHHS Contract for Paralegal Services Contract Number: 20143PARA0001 to extend the contract term through June 30, 2026.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract 20-106, a Contract Modification for DPHHS Grant Project Title: DPHHS Contract for Paralegal Services Contract Number: 20143PARA0001 to extend the contract term through June 30, 2026.

CONTRACT AMENDMENT JULY 1, 2020

**CONTRACT FOR PARALEGAL SERVICES
CHILD AND FAMILY SERVICES CONTRACT NUMBER 20143PARA0001**

This CONTRACT AMENDMENT is to amend the above-referenced contract between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: 301 S. Park Avenue, PO Box 8005, Helena, MT, 59604-8005, Phone Number (406) 841-2400, Fax Number (406) 841-2487, and Cascade County Attorney, ("Contractor"), whose contact information is as follows: Federal Tax ID 816001343, 121 4th Street North, Ste. 2A, Great Falls, MT, 59401, Phone Number (406) 454-6915, respectively (collectively, the "Parties").

Effective July 1, 2020 this Contract is amended as follows. Existing language has been struck; amended language underlined.

Section 2. TERM OF CONTRACT

~~The term of this contract is from July 1, 2019 through June 30, 2020, unless terminated otherwise in accordance with contract.~~

The term of this contract is from July 1, 2020 through June 30, 2026, unless terminated in accordance with the contract.

AUTHORITY TO EXECUTE


Except as modified above, all other terms and conditions of Contract Number 20143PARA0001 remain unchanged.

The parties through their authorized agents have executed this Contract Amendment on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Mick Leary, Program Bureau Chief

CONTRACTOR

BY:  _____ Date 20 JUL 20
Cascade County Attorney

ASSURANCES

DEPARTMENT'S ANNUAL CERTIFICATION

DPHHS GS-301
Rev. 5/2019

ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS

This annual certification form is standardized for general use by the Department of Public Health and Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor, in signing this form, is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

Cascade County Attorney

The **Contractor**, Cascade County Attorney, for the purpose of contracting with the Montana Department of Public Health and Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal Antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair

advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.

- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729 3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, Chapter, 8, Part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.
- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department of Labor and Industry in accordance with 39-71-417 through 39-71-419, MCA.
- F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines to Agencies on Government Wide Debarment and Suspension (non-procurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State of Montana.
- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the federal Health Information Technology for Economic and Clinical Health (HITECH), a part of the American Recovery and Reinvestment Act of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.
- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.
- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, *et seq.*, drug-free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) and presents that information to all employees.
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities and Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, Section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part 15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

CONTRACTOR

BY:  Date: 20 JUL 20

Cascade County Attorney

SOURCES OF INFORMATION

DPHHS GS-302
Rev. 06/2018

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department of Public Health and Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

1. U.S. Department of Health and Human Services / Office of Civil Rights www.hhs.gov/ocr/hipaa

The federal Department of Health and Human Services / Office of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA / HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

2. U.S. Department of Health and Human Services / Centers for Disease Control and Prevention
<http://www.cdc.gov/Other/privacy.html>

The federal Department of Health and Human Services / Centers for Disease Control and Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website for Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements.

<https://medicaidprovider.mt.gov/>

Further information concerning HIPAA / HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department website for DPHHS HIPAA Policies. <https://dphhs.mt.gov/HIPAA>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA / HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

ASSURANCES NON-CONSTRUCTION OMB 424

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

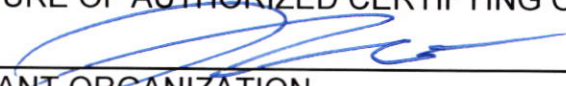
Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions reducing this burden, to the Office of Management and Budget, Paperwork Reduction project (0348-0040), Washington, DC 20503. **PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333, regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of

- violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approval State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C., 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by this award of assistance.
 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <i>Cascade County Attorney</i>
APPLICANT ORGANIZATION Cascade County Attorney	DATE SUBMITTED

DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
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(See reverse for public burden disclosure)

4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI): _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____		
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<table style="width: 100%;"> <tr> <td style="width: 60%;">Federal Use Only:</td> <td style="width: 40%; text-align: right;">Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</td> </tr> </table>		Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awarded or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award of loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action, where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DARK MONEY DISCLOSURE DECLARATION

Declaration Form Dark Money Spending Disclosure Requirements

Contracting Entity shall comply with the State of Montana Executive Order No. 15-2018 requiring the disclosure of dark money spending.

Definitions. As used in this declaration form, the following definitions apply:

Electioneering Communication: A paid communication that is publicly distributed by radio, television, cable, satellite, internet website, mobile device, newspaper, periodical, billboard, mail, or any other distribution of printed or electronic materials, that is made within 60 days of the initiation of voting in an election in Montana, that can be received by more than 100 recipients in the district in Montana voting on the candidate or ballot issue, and that:

- a. refers to one or more clearly identified candidates in that election in Montana;
- b. depicts the name, image, likeness, or voice of one or more clearly identified candidates in that election in Montana; or
- c. refers to a political party, ballot issue, or other question submitted to the voters in that election in Montana.

The term does not mean:

- a. a bona fide news story, commentary, blog, or editorial distributed through the facilities of any broadcasting station, newspaper, magazine, internet website, or other periodical publication of general circulation unless the facilities are owned or controlled by a candidate or political committee;
- b. a communication by any membership organization or corporation to its members, stockholders, or employees;
- c. a commercial communication that depicts a candidate's name, image, likeness, or voice only in the candidate's capacity as owner, operator, or employee of a business that existed prior to the candidacy; or
- d. a communication that constitutes a candidate debate or forum or that solely promotes a candidate debate or forum and is made by or on behalf of the person sponsoring the debate or forum.

In this definition, the phrase "made within 60 days of the initiation of voting in an election" means:

- a. in the case of mail ballot elections, the initiation of voting occurs when official ballot packets are mailed to qualified electors pursuant to 13-19-206, MCA; or
- b. in other elections the initiation of voting occurs when absentee ballot packets are mailed to or otherwise delivered to qualified electors pursuant to 13-13-214, MCA.

Contracting Entity: A bidder, offeror, or contractor.

Covered Expenditure means:

- a. A contribution, expenditure, or transfer made by the Contracting Entity, any of its parent entities, or any affiliates or subsidiaries within the entity's control, that:
 - i. is to or on behalf of a candidate for office, a political party, or a party committee in Montana; or
 - ii. is to another entity, regardless of the entity's tax status, that pays for an Electioneering Communication, or that makes contributions, transfers, or expenditures to another entity, regardless of its tax status, that pays for Electioneering Communication; and
- b. The term excludes an expenditure made by the Contracting Entity, any of its parent entities, or any affiliates or subsidiaries within the entity's control made in the ordinary course of business conducted by the entity making the expenditure; investments; or expenditures or contributions where the entity making the expenditure or contribution and the recipient agree that it will not be used to contribute to candidates, parties, or Electioneering Communication.

Solicitation Requirements. The Contracting Entity shall disclose Covered Expenditures that the Contracting Entity has made within two years prior to submission of its bid or offer.

The disclosure of Covered Expenditures is only required by the bidder/offeror whenever the aggregate amount of Covered Expenditures made within a 24-month period by the bidder/offeror, any parent entities, or any affiliates or subsidiaries within the bidder/offeror's control exceeds \$2,500.

If the bidder/offeror meets the disclosure requirements, the bidder/offeror shall submit this signed declaration form indicating "Yes" AND the required disclosure form with its bid/proposal.

If the bidder/offeror does NOT meet the disclosure requirements, the bidder/offeror shall submit this signed declaration form with its bid/proposal indicating "No".

Annual Contract Requirements. The Contracting Entity agrees that if awarded a contract and the contract term exceeds, or has the potential to exceed 24 months, it must annually review and complete a new declaration form and disclosure form, if necessary.

☒ No - I do NOT meet the disclosure requirements. I certify that I have read, understand these requirements and the Contracting Entity has not made Covered Expenditures in excess of \$2,500 in the 24 months immediately preceding the submission of this form.



Cascade County Attorney

Authorized Signature

Date

20143PARA0001

Contract or Solicitation Number

☐ Yes - I meet the disclosure requirements for the 24 months immediately preceding the submission of this form. I have read, understand the requirements and I will complete the necessary disclosure form and submit it with this form.

Disclosure Template: <http://sfdsd.mt.gov/SPB/Dark-Money>

Cascade County Attorney

Authorized Signature

Date

20143PARA0001

Contract or Solicitation Number

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this 28th day of July, 2020.

Attest

**On this _____ day of _____, 2020, I hereby attest the above-written signatures of
James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.**

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

*** APPROVED AS TO FORM:
Josh Racki, County Attorney**

DEPUTY COUNTY ATTORNEY

*** THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.**

July 28, 2020

Contract #20-107

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Memorandum of Understanding (MOU) for the Federation of Cascade City County Health Department Local #7772 of the Montana Federation of Public Employees adding the position of Public Health Nurse – Immunizations (LPN) to the current Collective Bargaining Agreement

INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED: Approval of Contract 20-107

BACKGROUND:

The Federation of Cascade City County Health Department Local #7772 of the Montana Federation of Public Employees (MFPE) has agreed to the addition of a new position within their Collective Bargaining Agreement (CBA). This Memorandum of Understanding (MOU) will amend the CBA to include the position of *Public Health Nurse – Immunizations (LPN)*. The position is set at \$19.48 per hour for entry level up to a maximum of \$19.82 per hour. All other terms and conditions of the original contract remain unchanged.

RECOMMENDATION: Approval of Contract 20-107

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission approve Contract 20-107, a Memorandum of Understanding (MOU) for the Federation of Cascade City County Health Department Local #7772 of the Montana Federation of Public Employees adding the position of Public Health Nurse – Immunizations (LPN) to the current Collective Bargaining Agreement.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission disapprove Contract 20-107, a Memorandum of Understanding (MOU) for the Federation of Cascade City County Health Department Local #7772 of the Montana Federation of Public Employees adding the position of Public Health Nurse – Immunizations (LPN) to the current Collective Bargaining Agreement.

MEMORANDUM OF UNDERSTANDING

Between CASCADE COUNTY and the Federation of the Cascade City County Health Department
Local #7772 of the Montana Federation of Public Employees (ASSOCIATION)
July 1, 2019 through June 30, 2022 (Cascade County Contract 19-____; R____)

Regards: Incorporating Public Health Nurse – Immunizations (LPN) to the Collective Bargaining Agreement.

The ASSOCIATION and CASCADE COUNTY have come to a mutual agreement (MOU) regarding the addition of a Public Health Nurse – Immunizations (LPN) position into the Collective Bargaining Agreement.

This MOU does not affect any other positions; only the wage and inclusion of this new classified position.

Effective July 7, 2020, the Public Health Nurse – Immunizations (LPN) position is included in the Collective Bargaining Agreement between CASCADE COUNTY and the ASSOCIATION.

Base Wage for the Public Health Nurse – Immunizations (LPN) position is set at: Entry: \$19.48 and Max: \$19.82.

This MOU is attached to the July 1, 2019 through June 30, 2022 contract and is subject to all provisions of said contract. It is the understanding of both parties that this MOU will dissolve once the new contract (July 1, 2022+) is negotiated and signed by both parties.

This MOU may be dissolved before the above occurrence through mutual agreement by both parties.

Dated this ____ day of July, 2020.

ASSOCIATION

Jeff Cowee
MFPE Field Consultant

Anna Attaway
President

**BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

ATTESTED this ____ day of _____, 2020

Cascade County Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

July 28, 2020

Contract #20-108

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Memorandum of Understanding (MOU) for the AFSCME Local 28 Union Membership Adult Detention Officers adding the position of Staff Sergeant to the current Collective Bargaining Agreement

INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED: Approval of Contract 20-108

BACKGROUND:

The AFSCME has agreed to the addition of a new position within their Collective Bargaining Agreement (CBA). This Memorandum of Understanding (MOU) will amend the CBA to include the position of Staff Sergeant within the ranks of the Adult Detention Center. The position is set at \$24.18 per hour. All other terms and conditions of the original contract remain unchanged.

RECOMMENDATION: Approval of Contract 20-108

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract 20-108, a Memorandum of Understanding (MOU) for the AFSCME Local 28 Union Membership Adult Detention Officers adding the position of Staff Sergeant to the current Collective Bargaining Agreement.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract 20-108, a Memorandum of Understanding (MOU) for the AFSCME Local 28 Union Membership Adult Detention Officers adding the position of Staff Sergeant to the current Collective Bargaining Agreement.

MEMORANDUM OF UNDERSTANDING

Between CASCADE COUNTY DETENTION CENTER and AFSCME LOCAL 28 UNION MEMBERSHIP
Adult Detention Officers

July 1, 2019 through June 30, 2021 (Cascade County Contract 19-____; R____)

Regards: Incorporating Staff Sergeant Position to the Collective Bargaining Agreement

AFSCME local 28 and CASCADE COUNTY have come to a mutual agreement (MOU) regarding re-introducing the Staff Sergeant position back into the Collective Bargaining Agreement.

This MOU does not affect any other positions; only the wage and inclusion of this new classified position.

Effective July 1, 2020, the Staff Sergeant position is included in the Collective Bargaining Agreement between Cascade County, Montana and AFSCME MT Council 9, Local #28 Adult Detention Officers.

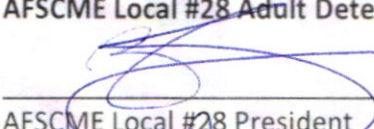
Base Wage for the Staff Sergeant position is set at: \$24.18.

This MOU is attached to the July 1, 2019 through June 30, 2021 contract and is subject to all provisions of said contract. It is the understanding of both parties that this MOU will dissolve once the new contract (July 1, 2021+) is negotiated and signed by both parties.


This MOU may be dissolved before the above occurrence through mutual agreement by both parties.

Dated this 8 day of July, 2020.


AFSCME Local #28 Adult Detention Officers



AFSCME Local #28 President



AFSCME Local #28 Secretary/Treasurer



AFSCME Representative

CASCADE COUNTY SHERIFF/CORONER



Jesse Slaughter

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this 28th day of July, 2020.

Attest

**On this _____ day of _____, 2020, I hereby attest the above-written signatures of
James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.**

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

*** APPROVED AS TO FORM:
Josh Racki, County Attorney**

DEPUTY COUNTY ATTORNEY

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July 28, 2020

Contract 20-111

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **SWANK Motion Pictures, Inc. Public Performance
Licensing Agreement**

INITIATED BY: **Cascade County Sheriff's Office**

ACTION REQUESTED: **Approval of Contract 20-111**

PRESENTED BY: **Captain Keith Kaululaau**

BACKGROUND:

The Cascade County Sheriff's Office, through the Inmate Welfare Fund (IWF), has for many years contracted with SWANK Motion Pictures, Inc. for a license to broadcast motions pictures to State inmates in the facility. The attached agreement establishes the license for another 12 month term. As the IWF is utilized to pay the costs, the county does not have a financial outlay. Additionally, the option to show movies in the facility is a good morale booster for the inmates.

RECOMMENDATION: **Approval of the Contract 20-111.**

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** Contract 20-111 with SWANK Motion Pictures, Inc. Public Performance Licensing Agreement for Correctional Institutions.

MOTION TO DISAPPROVE:

"I move the Cascade County Commission **DISAPPROVE** Contract 20-111 with SWANK Motion Pictures, Inc. Public Performance Licensing Agreement for Correctional Institutions.

SWANK MOTION PICTURES, INC. PUBLIC PERFORMANCE LICENSING AGREEMENT FOR CORRECTIONAL INSTITUTIONS

This AGREEMENT is made on this 21st day of July, 2020, between CASCADE COUNTY DETENTION CENTER ("Licensee" herein) and SWANK MOTION PICTURES, INC. ("Swank" herein), a Missouri corporation.

1. Subject Matter and Term of Agreement

A. Swank is an authorized distributor of copyrighted motion pictures ("DVDs" herein) for non-theatrical public performances. Swank desires to license Licensee for public performance exhibition. Licensee desires to exhibit movies licensed from Swank on the terms and conditions set forth herein.

B. The term of this Agreement shall commence on September 1, 2020 and continue through August 31, 2021, after which day it shall expire unless renewed or renegotiated by mutual agreement of the parties.

2. License

Producers listed are those supplying titles at the time of this printing.

During the term of this contract, Swank shall license Licensee for public performance in its facility on the terms and conditions set forth herein. New facilities added during the term of this contract will require an amendment agreed to in writing by both parties. During the contract period, Licensee may exhibit DVD for showings only at its location(s) listed in Exhibit A. Licensee shall be entitled to choose from Swank's current and future list of available movies for public performance purposes which includes titles distributed by Paramount Pictures, Warner Bros, Bleecker Street, Fine Line Features, Lorimar Productions, New Line Cinema, Picturehouse, RKO Films, The Ladd Company, Turner Pictures, Warner Independent Pictures, Warner Premier, A24 Films, STX Entertainment, MGM/UA, American International, Orion, United Artists, Lions Gate Films, Trimark, Sony Pictures, Columbia Pictures, Epic Productions, Tristar Pictures, Triumph Films, Paramount Vantage, NBC Universal Pictures, Polygram, Focus Features, Gramercy, October Films, USA Films, Summit Entertainment, Lantern Entertainment, Buena Vista Distribution, Hollywood Pictures, Miramax, Touchstone Pictures and Walt Disney Pictures. Rentals and or purchases of titles covered by this Agreement are at the expense of the Licensee.

3. Terms

In consideration of the License, CASCADE COUNTY DETENTION CENTER shall pay Swank a License Fee of \$778.50 payable in one installment upon receipt of invoice.

4. Payment

Invoice is due and payable upon receipt.

5. Advertising

These motion pictures are specifically licensed for non-theatrical showings only. Promotion or advertising outside the Facility is strictly prohibited.

6. Warranties

Swank warrants that:

Swank is authorized by the copyright owners of the titles distributed by Swank to license to others for non-theatrical public performance purposes.

SWANK MOTION PICTURES, INC.
PUBLIC PERFORMANCE LICENSING AGREEMENT
continued

7. Notices

All notices to be given hereunder shall be in writing or delivered personally or mailed by pre-paid certified or registered mail (return receipt requested) as follows:

If to Swank:

SWANK MOTION PICTURES, INC.

10795 Watson Road

St. Louis, Missouri 63127-1012

Attn: John Kersting
Institution Sales Manager

If to Licensee:

CASCADE COUNTY DETENTION CENTER

3800 ULM, N. FRONTAGE RD

Great Falls, MT 59401

Attn: Captain Kaululaau

or to such other addresses as the parties shall specify, or by written notice so given, and shall be deemed to be given as of the date so delivered or mailed.

8. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.

EXECUTED on the day and year first above written.

SWANK MOTION PICTURES, INC.

By

John Kersting

Institution Sales Manager

CASCADE COUNTY DETENTION CENTER

By _____

Name _____

Title _____

EXHIBIT A

LOCATION:

CASCADE COUNTY DETENTION CENTER
Great Falls, MT 59401

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this 28th day of July, 2020.

Attest

**On this _____ day of _____, 2020, I hereby attest the above-written signatures of
James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.**

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

*** APPROVED AS TO FORM:
Josh Racki, County Attorney**

DEPUTY COUNTY ATTORNEY

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July 28, 2020

Contract #20-112

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: State of Montana
Board of Crime Control
North Central Region Juvenile Detention Grant

INITIATED AND PRESENTED BY: Shanna Bulik-Chism – Administrator
Cascade County Juvenile Detention Center

ACTION REQUESTED: Approval of Contract 20-112

BACKGROUND:

The purpose of this agreement is to accept the Montana Board of Crime Control (MBCC) Regional Juvenile Detention Grant for reimbursement of a portion of the personnel costs (\$137,119) at the Juvenile Detention Center.

RECOMMENDATION: Approval of Contract 20-112.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-112, Agreement to a reimburse personnel costs for Cascade County Juvenile Detention Center by the Montana Board of Crime Control.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-112, Agreement to a reimburse personnel costs for Cascade County Juvenile Detention Center by the Montana Board of Crime Control.



STATE OF MONTANA
 BOARD OF CRIME CONTROL
 5 Last Chance Gulch - Helena MT 59601-4178
 Phone: (406) 444-3604 Fax: (406) 444-4722

GRANT AWARD

Subgrant: **21-L05-92674** **North Central Region Juvenile Detention**

Grantee: Cascade CO

325 2nd Ave North - Rm 111
 Great Falls, MT 59402

FEIN: 816001343

Duration: 07/01/2020 through 06/30/2021
 Proj. Dir: Shanna Bulik-Chism

Award Date:	07/01/2020	Personnel:	\$0.00
Federal Amount Awarded:	\$0.00	Contract Services:	\$0.00
State Amount Awarded:	\$137,119.00	Travel:	\$0.00
Guaranteed Local Matching:	\$137,119.00	Equipment:	\$0.00
		Operating:	\$0.00
Total:	\$274,238.00	Total:	\$0.00

Source of State Funds: STATE - Juvenile Detention

Special Conditions

Please see attached Special Conditions

I am pleased to inform you that the Board of Crime Control has approved your application for financial assistance. This grant is subject to the special conditions listed above, general conditions attached hereto, and must be implemented and administered along guidelines already established by your agency. This grant shall become effective, as of the date of award, when the grantee signs and returns a copy of this grant award to the Board of Crime Control.

Funds allocated to this project, both awarded and matching, must be obligated prior to **06/30/2021**

Natalia Bowser

Natalia Bowser
 Crime Control Bureau Chief
 Dept. of Corrections
 Montana Board of Crime Control

7/6/2020

Date

I, as authorized representative of the above grantee agency, hereby signify acceptance of the above described grant on the terms and conditions set forth above or incorporated by reference therein.

James Larson
 Commissioner

Date



Montana Board of Crime Control

5 S Last Chance Gulch
PO Box 201408
Helena MT 59620
Phone (406)444-3604
Fax (406)444-4722
TTY (406)444-7099
www.mbcc.mt.gov

July 9, 2020

Shanna Bulik-Chism
Cascade CO
1600 26th St S
Great Falls, MT 59405

RE: 21-L05-92674 – North Central Region Juvenile Detention
(Please refer to the above grant number in any correspondence.)

Dear Shanna:

The Montana Board of Crime Control (MBCC) congratulates you on the award of your application.

Enclosed is your grant award and necessary instructions. If there has been a change in the Official Budget Representative or Project Director since the time of application, please complete a new signature page (<http://mbcc.mt.gov/Funding/Forms-Info>) and submit it with the signed award documents. Please have **James Larson, Commissioner**, complete and sign the following:

- Grant Award
- Special Conditions

Documents require original signatures and must be returned to this office.

All grant funds are provided to subgrantees on a reimbursement basis, with proof of expenses incurred.

Quarterly Financial Reports will be required via email.

If you have any questions regarding your grant, please contact Mark Thatcher at (406) 444-3605.

Sincerely,

A handwritten signature in cursive script, reading "Natalia Bowser".

Natalia Bowser
Crime Control Bureau Chief

Enclosures

Peter Ohman
State Public Defender
Chairperson

Rick Kirm
Fort Peck Executive Board
Member
Vice Chairperson

Laurie Barron
Superintendent

Tim Brunud
Youth Justice Council Chair

Katie Campbell
Probation Parole Officer

Jared Cobell
Assistant U.S. Attorney

William Dial
Whitefish Police Chief

Leo Dutton
Lewis & Clark Sheriff

Tim Fox
Attorney General

Wyatt Glade
Custer County Attorney

Beth McLaughlin
Court Administrator

Reginald Michael
Department of Corrections
Director

Laura Obert
Broadwater County
Commissioner

Olivia Rieger
7th Judicial District
District Court Judge

Angela Russell
Attorney

Geri Small
Professional & Community
Organizations

Derek VanLuchene
Public Representative

SPECIAL CONDITIONS

Subgrant: 21-L05-92674

North Central Region Juvenile Detention

Cascade CO

1. Subgrantee must obtain competitive bids for equipment and awards should be let to the lowest bidder. For equipment costing more than \$5,000.00, bids must be written and copies submitted with quarterly financial reports. If other than the lowest bid is accepted, a full justification must be submitted to the Board of Crime
2. This grant award is conditional upon availability of government funds and may be reduced at anytime due to budget reductions. [ML10]
3. Award of this grant does not commit the Board of Crime Control to future funding. [ML11]
4. Applicant must maintain time and attendance records to support personnel costs associated with grant project. [ML12]
5. State rates for mileage, per diem, and lodging are maximum amounts that can be charged to subgrants funded by MBCC.

Mileage rate: Effective 01/01/2020 57.5 cents per mile

Meals Allowance:	In-State	Out-of State
Morning Meal (12:01AM-10:00AM)	\$7.50	\$13.00
Midday Meal (10:01AM-3:00PM)	\$8.50	\$14.00
Evening Meal (3:01PM-12:00AM)	\$14.50	\$23.00
	\$30.50	\$50.00

In order to claim reimbursement for a meal, you must be in a travel status for more than 3 continuous hours within one of the time ranges. To receive the morning meal you must leave before 7:00AM and to receive the evening meal you must return after 6:01PM.

The lodging rate for Montana and federal lodging rate for out-of state lodging is available through the Internet at the following location:

<https://montana.policytech.com/dotNet/documents/?docid=690&mode=view>.

Grant funds may not be used to pay for out-of state travel without prior approval from MBCC.

Grant funds cannot be used for costs and fees associated with cancelation or changes to travel, (ie. Airline, hotels, registration, etc.) unless approved by MBCC.

Reimbursement for lodging without a receipt will be \$12.00

Allowable expenses include emergency working supplies taxi fares, and business telephone calls. Paid receipts must support individual expense items of \$25.00 or more.[ML15] [ML15]

6. The maximum rate for consultants is \$650.00 (excluding travel and subsistence costs) for an eight (8) hour day. An 8-hour day may include preparation, evaluation and travel time in addition to the time required for actual performance. Prior approval is required by MBCC for a rate exceeding \$650 or \$81.25 per hour. [ML16]
7. The subrecipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable and must be used to further the objectives of the program or deducted from the total project costs for the purpose of determining the federal share of costs. Further, the use of program income must be shown on the quarterly Financial Status Reports. [ML19]
8. Quarterly progress, financial, narrative and statistical reports, in a format required by MBCC are required for calendar quarters ending: September 30, December 31, March 31, and June 30. These reports are to be received by the Montana Board of Crime Control within 10 days following the end of the calendar quarter. Subgrantees who fail to submit reports by the due date will be subject to the following:

FIRST LATE REPORT: Subgrantee will be notified to cease all expenditures of grant funds until the reports are submitted.

SPECIAL CONDITIONS

Subgrant: **21-L05-92674**

North Central Region Juvenile Detention

Cascade CO

SECOND LATE REPORT: The grant will be cancelled. The project director must appear before the Application Review Committee and petition to get the grant reinstated. [ML26]

9. Consultant services provided by consultants employed with profit, nonprofit, and not-for-profit organizations are subject to competitive bidding procedures. Contracted services provided by other types of organizations may also have restrictions. Please check with Crime Control staff prior to committing grant funds. [ML28]
- 10 Subgrantee may be required to appear before a subcommittee, at the Board's discretion, to explain their progress towards successful implementation of the grant. Should grant problems or deficiencies be detected, the subcommittee is authorized to initiate corrective actions. [ML34]
- 11 Any funds not properly obligated during the grant period shall lapse and revert to the Montana Board of Crime Control. [ML40]
- 12 **COMMENCEMENT WITHIN 60 DAYS.** If a project is not operational within 60 days of the original start date of the award period, the subgrantee must report by letter to MBCC the steps taken to initiate the project, the reasons for delay, and the expected start date.
OPERATIONAL WITHIN 90 DAYS: If a project is not operational within 90 days of the original start date of the award period, the subgrantee must submit a second statement to MBCC explaining the implementation delay. Upon receipt of the 90-day letter MBCC may cancel the project. MBCC may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrantee files and records must so note the extension. [ML60]
- 13 The subgrantee assures that the counties will not be reimbursed for youth detained in accordance with MCA 41-5-1304(1)(i) or 41-5-1501(1) pertaining to the secure detention of youth as a disposition for violation of a consent adjustment or consent decree. [ML66]
- 14 Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application. [ML129]
- 15 All adult, juvenile and co-located facilities securely detaining youth must enter the detention intake, detention hearing date and time, and releases into the Juvenile Detention Data and Reporting System (JDDRS) within 24 hours of the event. Facilities transferring youth to a new secure facility must enter the transfer into JDDRS in sufficient time to ensure the receiving facility can import the youth's record into their facility in JDDRS by the time the youth arrives. Facilities that don't have access to the web-based database must contact MBCC to arrange for the appropriate JDDRS user names and passwords. [ML132]
- 16 Responsibility for the day-to-day conduct of the project rests with the sub-recipient. This specifically includes operations, data collection, analysis and interpretation.

Responsibility for the general oversight and redirection of the project, if necessary, rests with MBCC. MBCC will review and approve all activities in the requirements under the various stages, as approved in this award. [ML201]

I, as authorized representative of the above grantee agency, hereby signify acceptance of the above special conditions.

James Larson
Commissioner

Date

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this 28th day of July, 2020.

Attest

**On this _____ day of _____, 2020, I hereby attest the above-written signatures of
James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.**

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

*** APPROVED AS TO FORM:
Josh Racki, County Attorney**

DEPUTY COUNTY ATTORNEY

*** THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.**



STATE OF MONTANA
BOARD OF CRIME CONTROL

5 Last Chance Gulch - Helena MT 59601-4178

Phone: (406) 444-3604 Fax: (406) 444-4722

GRANT AWARD

Subgrant: **21-L05-92674**

North Central Region Juvenile Detention

Grantee: Cascade CO

325 2nd Ave North - Rm 111

Great Falls, MT 59402

FEIN: 816001343

Duration: 07/01/2020 through 06/30/2021

Proj. Dir: Shanna Bulik-Chism

Award Date:	07/01/2020	Personnel:	\$0.00
Federal Amount Awarded:	\$0.00	Contract Services:	\$0.00
State Amount Awarded:	\$137,119.00	Travel:	\$0.00
Guaranteed Local Matching:	\$137,119.00	Equipment:	\$0.00
		Operating:	\$0.00
Total:	\$274,238.00	Total:	\$0.00

Source of State Funds: STATE - Juvenile Detention

Special Conditions

Please see attached Special Conditions

I am pleased to inform you that the Board of Crime Control has approved your application for financial assistance. This grant is subject to the special conditions listed above, general conditions attached hereto, and must be implemented and administered along guidelines already established by your agency. This grant shall become effective, as of the date of award, when the grantee signs and returns a copy of this grant award to the Board of Crime Control.

Funds allocated to this project, both awarded and matching, must be obligated prior to **06/30/2021**

Natalia Bowser

Natalia Bowser
Crime Control Bureau Chief
Dept. of Corrections
Montana Board of Crime Control

7/6/2020

Date

I, as authorized representative of the above grantee agency, hereby signify acceptance of the above described grant on the terms and conditions set forth above or incorporated by reference therein.

James Larson
Commissioner

Date



Montana Board of Crime Control

5 S Last Chance Gulch
PO Box 201408
Helena MT 59620
Phone (406)444-3604
Fax (406)444-4722
TTY (406)444-7099
www.mbcc.mt.gov

July 9, 2020

Shanna Bulik-Chism
Cascade CO
1600 26th St S
Great Falls, MT 59405

RE: 21-L05-92674 – North Central Region Juvenile Detention
(Please refer to the above grant number in any correspondence.)

Dear Shanna:

The Montana Board of Crime Control (MBCC) congratulates you on the award of your application.

Enclosed is your grant award and necessary instructions. If there has been a change in the Official Budget Representative or Project Director since the time of application, please complete a new signature page (<http://mbcc.mt.gov/Funding/Forms-Info>) and submit it with the signed award documents. Please have **James Larson, Commissioner**, complete and sign the following:

- Grant Award
- Special Conditions

Documents require original signatures and must be returned to this office.

All grant funds are provided to subgrantees on a reimbursement basis, with proof of expenses incurred.

Quarterly Financial Reports a will be required via email.

If you have any questions regarding your grant, please contact Mark Thatcher at (406) 444-3605.

Sincerely,

A handwritten signature in cursive script, reading "Natalia Bowser".

Natalia Bowser
Crime Control Bureau Chief

Enclosures

Peter Ohman
State Public Defender
Chairperson

Rick Kim
Fort Peck Executive Board
Member
Vice Chairperson

Laurie Barron
Superintendent

Tim Brurud
Youth Justice Council Chair

Katie Campbell
Probation Parole Officer

Jared Cobell
Assistant U.S. Attorney

William Dial
Whitefish Police Chief

Leo Dutton
Lewis & Clark Sheriff

Tim Fox
Attorney General

Wyatt Glade
Custer County Attorney

Beth McLaughlin
Court Administrator

Reginald Michael
Department of Corrections
Director

Laura Obert
Broadwater County
Commissioner

Olivia Rieger
7th Judicial District
District Court Judge

Angela Russell
Attorney

Geri Small
Professional & Community
Organizations

Derek VanLuchene
Public Representative

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North Central Region Juvenile Detention

Cascade CO

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I, as authorized representative of the above grantee agency, hereby signify acceptance of the above special conditions.

James Larson
Commissioner

Date

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this 28th day of July, 2020.

Attest

**On this _____ day of _____, 2020, I hereby attest the above-written signatures of
James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.**

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

*** APPROVED AS TO FORM:
Josh Racki, County Attorney**

DEPUTY COUNTY ATTORNEY

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July 28, 2020

Contract #20-96

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Memorandum of Understanding
Cascade County and Great Falls Rescue Mission
Back to School Rally

INITIATED AND PRESENTED BY: Trisha Gardner, Health Officer

ACTION REQUESTED: Approval of Contract #20-96

BACKGROUND:

The purpose of this agreement concerns the responsibilities of the Great Falls Rescue Mission's utilization of the parking lots associated with Cascade City County Health Department Property.

TERM: August 23, 2020

AMOUNT: N/A

RECOMMENDATION: Approval of Contract #20-96

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-96, Memorandum of Understanding – Cascade County and Great Falls Rescue Mission Back to School Rally

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-96, Memorandum of Understanding – Cascade County and Great Falls Rescue Mission Back to School Rally

MEMORANDUM OF UNDERSTANDING**ALLOWING USE OF COUNTY PROPERTY**

This Memorandum of Understanding by and between Cascade County, 325 2nd Avenue North, Great Falls, MT 59401 and Great Falls Rescue Mission, 402 2nd Avenue South, Great Falls, MT 50403, concerns the responsibilities of Great Falls Rescue Mission's utilization of the parking lots associated with Cascade City County Health Department property.

WHEREAS, the Great Falls Rescue Mission has planned a "Back to School Rally" ("Rally") to take place on Great Falls Rescue Mission property on Sunday, August 23, 2020; and

WHEREAS, the closure of 4th and 5th Streets to traffic is planned in support of the Rally; and

WHEREAS, the Cascade County owns property at 115 4th Street South, Great Falls, Montana which includes two parking areas, one designated as the Staff parking lot and the other as the North parking lot, both of which are proximally located near the Rally's planned location; and

WHEREAS, the Great Falls Rescue Mission has requested utilizing the Staff and North parking lot areas to support Rally events; and

WHEREAS, Cascade County deems it to be in the best interests of Cascade County to allow the lots to be utilized by the Great Falls Rescue Mission on Sunday, August 23, 2020, for the Rally;

NOW, THEREFORE, the parties agree as follows:

1. Great Falls Rescue Mission will:
 - A. Follow all CDC guidelines and directives relevant to COVID-19 including any required social distancing.
 - B. Schedule the backpack pick-up for at least two (2) separate time period.
 - C. Utilize both the North and Staff parking lots for backpack pick-up activities.
 - D. Subject to Cascade County approval, return the lots (including the larger City County Health Department property to the extent impacted) to their original condition, including cleaning any and all garbage, debris and waste, when the Rally concludes.
 - E. Provide and maintain its own insurance to cover claims by third parties and Cascade County, (including workers' compensation coverage for its own employees) for the duration of this MOU. The Great Falls Rescue Mission shall name Cascade County as an additional insured for the duration of this MOU and shall provide proof of such insurance coverage upon request.
2. Modification and Amendment- This MOU may be modified or amended, in writing, by the mutual agreement of the parties

3. Termination – This MOU may be terminated by either party with ten days advance written notice.
4. Governing Law - This agreement shall be governed by the laws of the State of Montana. Venue for any litigation will be in Cascade County. The parties will bear their own attorney fees in any dispute.
5. Relationship of the Parties - Nothing contained in this MOU shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture, employer/employee, or other association between the Great Falls Rescue Mission and County.
6. Assumption of Risk and Waiver - This MOU is expressly conditioned on the Great Falls Rescue Mission, and all agents, employees, assigns and third parties performing work under this MOU assuming the risk of injury and waiving any right of action against County for any economic or personal injury arising out of activities hereunder. This waiver shall extend to the heirs and assigns of the Great Falls Rescue Mission and all agents, employees, representatives, assigns and third parties while engaged in activities under this MOU.
7. Indemnification - The Great Falls Rescue Mission, at its sole cost and expense, must indemnify, defend, and hold harmless Cascade County against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Great Falls Rescue Mission's performance under this MOU or in any way resulting from the acts or omission of Great Falls Rescue Mission, and/or its agents, employees, representatives, assigns, and third parties.

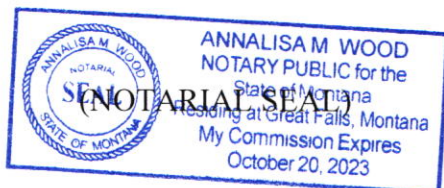
Great Falls Rescue Mission

Lynne M Staigmill

STATE OF MT)
County of Cascade) :SS

This instrument was signed or acknowledged before me on this 8 day of July 2020 by Lynne Marie Staigmill.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.



Annalisa M Wood
Notary Public for the State of
Residing at _____
My Commission expires: _____

Cascade County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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July 28, 2020

AGENDA #1

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	Public Hearing Staff Report for Preliminary Plat of The Peace Park Subdivision, major subdivision
INITIATED BY	Karl Birky
SUBJECT	Major Subdivision Preliminary Plat, The Peace Park Subdivision, located in Section 34, Township 20 North, Range 3 East
EXISTING ZONING	Suburban Residential 2
ACTION REQUESTED	Preliminary Plat Review of The Peace Park Subdivision, major subdivision
PURPOSE	To create Fourteen (14) residential lots.
SURROUNDING ZONING:	North: Residential/Dick Rd South: Single Family Residential East: Residential West: Undeveloped
PRESENTED BY	Anna Ehnes, Planner

CASCADE COUNTY COMMISSION

PLANNING STAFF: Report and Recommendations

REGARDING: Commission Public Hearing on July 28, 2020

SUBJECT: Major Subdivision Preliminary Plat of The Peace Park Subdivision, located in the N ½ NW ¼ of S34, T. 20 N., R. 3 E., P.M. Cascade County, Montana

PRESENTED BY: Anna Ehnes, Planner

GENERAL INFORMATION

Applicants/Owners: Karl Birky

Property Location: Parcel # 0002019022, Geo Code 02-3015-34-2-01-03-0000 in the N ½ NW ¼ of S34, T. 20 N., R. 3 E., P.M. Cascade County, Montana.

Existing Zoning: Suburban Residential 2 (SR2)

Requested Action: Subdivision Review

Purpose: To create Fourteen (14) residential lots.

Existing Land Use: The existing lot is undeveloped

Surrounding Land Zoning: North: SR1/Dick Rd, East: SR2, South: SR2, West: SR1/Flood Rd

SPECIAL INFORMATION

1. The Cascade County Commission is in receipt of a Preliminary Plat Application ("Application") from Karl Birky, for The Peace Park Subdivision, a major subdivision. This proposed subdivision, is located in the N ½ NW ¼ of Section 34, Township 20 N., Range 3 E., P.M.M. Cascade County, Montana
2. Attached is a copy of the major plat, which will subdivide 33.1 acres into fourteen (14) lots. The new residential lots will be sized from 2.00 acres to 2.36 acres.
3. Pursuant to 76-3-605, MCA a public hearing is required for this major subdivision.
4. There are no delinquent taxes on this property.
5. An Environmental Assessment is required pursuant to 76-3-603(1)(a), MCA (2019) and is included in the Application.
6. The project lies inside the Outer Horizontal Surface Military Overlay District (MOD-F), which prohibits development of structures over 500 feet in height.
7. The lots to be created are not located in a regulated floodplain.

8. Legal notice of this proposed subdivision was sent to surrounding property owners on June 10, 2020 and appeared in the Great Falls Tribune on June 14, 2020 & June 21, 2020.
9. Interested Agencies were provided with notification letters and a request for comments on June 10, 2020. Attached is correspondence between the Applicant's engineers and multiple agencies with their comments and input on the development.
10. Access to the proposed subdivision will be granted by an approach from Flood Road and a second approach from Dick Road. Access to the lots will be provided by an internal road system.
11. The Applicant's Traffic Impact Analysis estimates that when fully developed, this subdivision will generate an additional 152 additional trips per day, 76 along Flood Road, and 76 along Dick Road. According to the Traffic Impact Study submitted with the Application, no capacity issues have been identified.
12. Parkland dedication is a requirement of this proposed subdivision. The Applicant is choosing the option of paying cash-in-lieu of parkland. The 14 proposed residential lots will cover 33.1 acres, the developer is required to dedicate 5% of the residential area to parkland which comes out to 1.66 acres. The amount of cash-in-lieu must equal the fair market value of the unsubdivided, unimproved land.
13. The proposed subdivision will receive law enforcement services from the Cascade County Sheriff's Department and fire protection services from the Gore Hill Volunteer Fire Department. Response time will be dictated by weather and road conditions.
14. According to the Community Fire Plan Wildland-Urban Interface for Cascade County and Dearborn Fire District, Lewis and Clark County, the property is designated as Low to Moderate Terrain/Fuel Hazard. The proposed subdivision will include the installation of a fire suppression cistern onsite that will serve as the fire protection source. The developer has proposed a 17,000-gallon storage tank which meets the Cascade County requirement of 10,000 gallons + 500 gallons per lot.
15. Parcel # 0002019022 is included in the Fox Farm RSID. Attached is Resolution 16-48, Exhibit A showing the parcel as included.
16. On June 30, 2020 the Planning Board recommended approval (6-0), subject to the twenty-one (21) conditions.

CONCLUSION

This proposed subdivision will meet the requirements of the Cascade County Subdivision Regulations, as well as Montana's Subdivision and Surveying Laws and Regulations.

RECOMMENDATIONS

The following motions are provided for the Board's consideration:

"I move the Cascade County Commission after consideration of the Staff Report and Findings of Fact, **deny**, the Preliminary Plat of The Peace Park Subdivision, a major subdivision;

or

"I move the Cascade County Commission after consideration of the Staff Report and Findings of Fact, adopt said Staff Report and Findings of Fact and **approve**, the Preliminary Plat of The Peace Park Subdivision, a major subdivision, subject to the following conditions:

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat.
2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat.
3. Submitting with the final plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land in accordance with MCA § 76-3-612 (2019).
4. Causing to be recorded in conjunction with the final plat the covenants of the major plat that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting commercial or industrial uses, and that impose upon all landowners the exclusive responsibility to improve and maintain the public rights of way created by and indicated on the subdivision plat.
5. Causing to be recorded in conjunction with the final plat homeowners' association documents with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat.
6. Cause to be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner thereof. The covenant may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County.
7. Causing to be recorded on the final plat a statement concerning limited public services.
8. Pursuant to 7-22-2152 MCA (2019), submitting a written plan to the Cascade County Weed Board specifying the methods for weed management procedures with regards to this development.
9. Causing to be recorded on the final plat an Agriculture Notification statement.
10. A certificate of waiver of park land dedication and acceptance of cash in lieu thereof statement placed on the final plat for the 1.66 acres.

11. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of Flood Road, Dick Road, or any county road in the vicinity used to access the major subdivision, or any other road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitably in such an RSID. This waiver shall expire 20 years after the date the final plat is filed with Cascade County. This statement of waiver shall be placed on the final plat.
12. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items are to be at the developer's expense and to be completed prior to the approval of the final plat.
13. The inclusion on the major plat a statement provided by Cascade County certifying the status of the internal subdivision roads.
14. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations.
15. The inclusion in the covenants of the Outer Horizontal Surface Military Overlay District-F height restrictions limiting structures within the subdivision to no greater than 500 feet in height.
16. Montana Department of Environmental Quality (MDEQ) Certificate of Subdivision Approval (COSA) shall be submitted with the final plat.
17. A 17,000-gallon fire suppression cistern installed on-site, properly maintained and equipped with the proper appurtenances for the Gore Hill Volunteer Fire Department to use for firefighting at all times. Provide the developers install and the homeowners' association maintain an accessible approach for access to the cistern at all times.
18. A signed letter from the Gore Hill Volunteer Fire Department confirming that the installation of the 17,000-gallon fire suppression cistern was installed to their standard.
19. The homeowners' association shall be responsible for the continual maintenance of the equipment subject to adequate inspections by the Fire Chief of the Gore Hill Volunteer Fire Department to ensure the equipment is being properly maintained.
20. MDEQ approval for the proposed site grading and drainage and stormwater conveyance system shall be submitted prior to final plat approval. Additionally, final engineering plans, stamped by a professional engineer in the State of Montana, shall be submitted to the Cascade County Planning Department with the final plat submittal.
21. A copy of the MDEQ General Discharge Permit for Stormwater associated with construction activity shall be submitted prior to final plat approval, if applicable.

Attachments: Findings of Fact, Copy of Preliminary Plat, Interested Agency Correspondence
Resolution 16-48

cc: Karl Birky, Ryan Buffington TD&H

FINDINGS OF FACT FOR THE PRELIMINARY PLAT OF THE PEACE PARK MAJOR SUBDIVISION LOCATED IN THE N ½ NW ¼, SECTION 34, TOWNSHIP 20 N., RANGE 3 E., P.M. CASCADE COUNTY, MONTANA

The Application requesting preliminary plat approval for The Peace Park major subdivision was received on August 5, 2019. The submittal was determined to contain all required components sufficient for adequate public review on March 26, 2020 and scheduled for public hearing for the Cascade County Planning Board on June 30, 2020. Notice of the public hearing was sent to adjacent property owners on June 10, 2020 and published in the Great Falls Tribune on June 14, 2020 and June 21, 2020.

Karl Birky requests preliminary plat approval for The Peace Park Subdivision, major subdivision, consisting of fourteen (14) residential lots ranging in size from 2.00 acres to 2.36 acres. The total acreage of the project site is 33.1 acres.

I. PRIMARY REVIEW CRITERIA

Effect on Agriculture

The proposed subdivision presently consists of one (1) parcel of land (33.1 acres) within the Suburban Residential 2 (SR-2) Zoning District. To the north and east of the project site is residential land in the SR-2 Zoning District. To the south and west is residentially zoned undeveloped land. The soil is made up of 23.8% Abor-Yawdim clay loams (4-8% slopes), 20.4% Ipano-Hillon complex (4-10% slopes), neither of which are prime farmland, 31.5% Ipano loam (0 to 4% slopes), and 24.3% Kobar silty clay loam (2 to 4% slopes) both classified as prime farmland if irrigated.

Effect on Local Services

The proposed subdivision will receive law enforcement services from the Cascade County Sheriff's Department and fire protection services from the Gore Hill Volunteer Fire Department (VFD). The developer will be required to install a fire suppression cistern with a capacity of 17,000 gallons, or 10,000 gallons minimum, plus an additional 500 gallons per residential lot.

A letter requesting comments was sent to the Gore Hill Volunteer Fire Department Chief and any response received from them will be forwarded to the Planning Board and the County Commissioners. The Applicant provided correspondence with the Gore Hill VFD and is provided within the Board packet as well as the Subdivision Application.

Parkland dedication is required as part of this subdivision. Per the Cascade County Subdivision Regulations, 5% of the acreage subdivided for residential use is required to be dedicated as parkland. The Applicant is choosing the option of paying cash-in-lieu of parkland. The 14 proposed residential lots will cover 33.1 acres. The Application indicates 1.66 acres of cash-in-lieu of parkland ($33.1 \times .05 = 1.655$). The amount of cash-in-lieu must equal the fair market value of the unsubdivided, unimproved land.

The Applicant's Traffic Impact Analysis estimates that when fully developed, this subdivision will generate an additional 152 additional trips per day, 76 along Flood Road, and 76 along Dick

Road. According to the Traffic Impact Study submitted with the application, no capacity issues have been identified.

Letters requesting comments were sent to the Montana Department of Transportation and the Cascade County Road and Bridge Division. Any comment will be forwarded to the Planning Board and the Cascade County Commission.

Effect on the Natural Environment

Subdivision of the size is not expected to create significant surface run-off problems. The proposed development is outside of any regulated floodplains, will not alter any lakebeds or stream channels, and is approximately three-fourths mile north of the Missouri River. The Department of Environmental Quality will review the subdivision plan as part of the Sanitation in Subdivisions Act and will include a review of the stormwater design to mitigate runoff resulting from development in the subdivision.

The soil is made up of Abor-Yawdim clay loams and Ipano-Hillon complex soils that are not classified as farmland of statewide importance. It is also made up of Ipano loam and Kobar silty clay loam both being classified as prime farmland if irrigated. Additionally, the property has not been put into agricultural production in recent history. The project was sent to the Cascade Conservation District for review, any comments received will be forwarded to the Planning Board and County Commissioners.

The subdivision is not expected to adversely affect native vegetation, soils, water quality, or the quantity of surface or ground waters. Disturbed areas during the development phase will be re-seeded and the weed management plan will be followed to reduce the spread of noxious weeds.

Effect on Wildlife and Wildlife Habitat

This subdivision location is in an area that is experiencing progressive residential development as development spreads south of Great Falls. Residential development is likely to have a negative impact on wildlife in the area. Letters requesting comment have been submitted to the Department of Fish, Wildlife, and Parks, any comments received will be forwarded to the Planning Board and County Commissioners. The subdivision will neither result in closure of public access to hunting or fishing areas, nor to public lands.

Effect on Public Health and Safety

Based on available information, this subdivision does not appear to be either subject to potential natural hazards such as flooding and rockslides; or potential man-made hazards such as nearby heavy industrial or mining activity. Wildfires are always a possibility in subdivisions adjacent to crop or pastureland when located within the wildland urban interface. Fire and emergency services have been addressed. Vehicle access to the subdivision will be from Flood Road and Dick Road.

II. REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATION

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation and conforms to the design standards specified in the Cascade County Subdivision Regulations. The subdivider and Cascade County have complied with the subdivision review and approval procedures set forth under the applicable laws and regulations.

III. COMPLIANCE WITH THE CASCADE COUNTY GROWTH POLICY

The proposed subdivision is in general compliance with the Cascade County Growth Policy to preserve and enhance the rural, friendly and independent lifestyle currently enjoyed by Cascade County's citizens and by ensuring that all new roads be built to county specifications, designing subdivisions so as to minimize the risk of fire, promoting adequate ingresses and egresses, adequate water supply systems, requiring local review of subdivisions meet DEQ regulations, and by complying with the weed district's weed management plans. The area is not located in a designated Resource Protection Area, Prohibitive Development Area or Conditional Development Area; therefore, those standards are not applicable to the proposed subdivision.

SETBACK STANDARDS

The minimum standards must comply with the Cascade County Zoning Regulations.

SLOPE STANDARDS

Development on slopes exceeding twenty five percent (25%) is prohibited except where a licensed engineer, with demonstrated experience in the field of slope stabilization, certifies that the development will create no slope failure or erosion hazards. There are no slopes exceeding twenty five percent (25%) in this development.

OFF-STREET PARKING STANDARD

All parking in the proposed subdivision will be accommodated on the premises and entirely off-street.

RESIDENTIAL DEVELOPMENT STANDARD

The minimum standards must comply with the Cascade County Zoning Regulations.

SOIL EROSION STANDARD

The proposed subdivision should not cause soil erosion or other adverse impacts of runoff on neighboring properties, roads, or watercourses. The development must obtain MDEQ approval for the subdivision.

SOILS LIMITATIONS STANDARD

Soils that have moderate or severe limitations for the proposed subdivision will be identified and measures to mitigate such limitations will be implemented. No soil limitations were identified in the Subdivision Application.

ROAD ACCEPTANCE AND MAINTENANCE POLICY

Legal access, described as public street and utility easement, to the lots will be provided on the final plat. There are two private access roads that will be a privately maintained by the HOA to access the subdivision. The County will not have responsibility for road maintenance until such time as the County accepts the internal roads as County roads.

FIRE PROTECTION STANDARD

This development lies within and receives fire protection services from the Gore Hill Volunteer Fire District. Response time will be dictated by weather and road conditions. A letter has been sent to the Gore Hill Fire Chief asking for comments on the proposed subdivision. Any comments received will be sent to the Planning Board and the County Commissioners. Included in this Board packet as well as the Subdivision Application is correspondence between the developer and Gore Hill VFD indicating their recommendations.

SCHOOL SYSTEM'S CAPACITY STANDARD

Letters were sent to the Cascade County Superintendent of Schools and the Great Falls Public Schools Superintendent, and the Ulm Public Schools Principal. Cascade County Planning Department has not received comment, but included in this Board packet as well as the Subdivision Application is correspondence between the developer and Great Falls Public Schools indicating that the subdivision would fall into the Meadow Lark Elementary, North Middle School, and CM Russell High School Districts. It is mentioned that the schools will be able to accommodate the estimated 7 additional students.

IV. EASEMENTS FOR UTILITIES

Any comments received by staff will be forwarded to the Planning Board and County Commissioners. All easements will be shown on the final plat.

V. LEGAL AND PHYSICAL ACCESS

1. Legal access will be provided to all lots through private street easements placed on the final plat. The existing roads in this subdivision will not be the responsibility of the county until such time as the county accepts them. The development will be accessed from two approaches: one off Flood Road, and the other off Dick Road.

VI. OPTIONS AND RECOMMENDATIONS

In making their recommendations and decisions, the Cascade County Planning Board and the Cascade County Commission shall consider the following:

- A. Relevant evidence relating to the public health, safety, and welfare;
- B. The Summary of Probable Impacts;
- C. The Cascade County Growth Policy; and
- D. The provisions outlined in the Cascade County Subdivision Regulations and the Montana Subdivision and Platting Act.

VII. DECISION ALTERNATIVES

- 1. Approve the proposed subdivision.
- 2. Approve the proposed subdivision with conditions.
- 3. Table the proposed subdivision for further study.
- 4. Deny the proposed subdivision.

Planning Board

On June 30, 2020 the Planning Board recommended approval (6-0), subject to the twenty-one (21) conditions.

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	<u>Public Hearing</u> Resolution 20-41: Action on a petition to discontinue one (1) alley way and a portion of one (1) alley way
INITIATED BY	Todd Miller
PRESENTED BY	Amber Hobbs; Planning Department
ACTION REQUESTED	Approval of Resolution 20-41

BACKGROUND:

Todd Miller has petitioned the Cascade County Commission to discontinue one (1) alley way and a portion of one (1) alley way within the subdivision known as Park Place Addition, located in Section 13, Township 20N, Range 03E P.M.M Cascade County, MT known as the alley way running East to West along Block 15 approximately 270 feet long and 15 feet wide, between Seventh Street (known as 11A Street South) and Eighth Street (known as 12 Street South). A portion of the alley way running North to South within Block 15 approximately 75 feet long and 20 feet wide, between Lots 13 through 18. The Park Place Addition subdivision was platted in 1913. On Monday, May 18, 2020, at 11 AM, Commissioner Briggs and Planning Staff visited the alleys to be discontinued. Commissioner Larson and Planning Staff visited on Monday, May 18, 2020, at 3 PM. Commissioner Weber and Planning Staff visited on Wednesday, May 20, 2020, at 8:30 AM.

Staff recommends the discontinuance of the one (1) alley way and a portion of one (1) alley way within the subdivision known as Park Place Addition, located in Section 13, Township 20N, Range 03E P.M.M Cascade County, MT. The current condition of the alley ways are undeveloped. The petitioner is wanting to aggregate lots 13 through 18 of block 15 within Park Place Addition.

As required by M.C.A. 7-14-2601 through 7-14-2622, a petition signed by the adjacent property owners has been received and certified by the Cascade County Clerk and Recorder. The discontinuance of the one (1) alley and portion of another alley will not inhibit access to any property, the provision of emergency services to any property, and does not provide access to state lands. The Public Works Road & Bridge Division Superintendent has no objections to the proposed discontinuation. There are no utilities that will be impacted by the proposed discontinuation other than an active natural gas service line from Energy West Montana, Inc. that only services the applicant, Todd Miller, at 2327 11 A Street S. Energy West Montana, Inc. has no issue with this discontinuation.

Legal notice of the public hearing was published in the Great Falls Tribune on July 19, 2020 and July 26, 2020. Legal notice was sent to adjacent property owners on July 17, 2020.

RECOMMENDATION: Cascade County Staff, after reviewing the petition to discontinue said alley way running East to West along Block 15, between Seventh Street (known as 11A Street South) and Eighth Street (known as 12 Street South) and a portion of the alley way running North to South within Block 15, between Lots 13 through 18, recommend that the Commissioners APPROVE Resolution 20-xx.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commissioners **DISAPPROVE** Resolution 20-41, discontinuing The alley way running East to West along Block 15 approximately 270 feet long and 15 feet wide, between Seventh Street (known as 11A Street South) and Eighth Street (known as 12 Street South), A portion of the alley way running North to South within Block 15 approximately 75 feet long and 20 feet wide, between Lots 13 through 18. The alleys described above are platted rights-of-way within the subdivision known as the Park Place Addition, located in Section 13, Township 20N, Range 03E, Cascade County, MT P.M.M. as described within this report, and as identified by map

MOTION TO APPROVE:

Mr. Chair, I move that the Commissioners APPROVE Resolution 20-41, discontinuing The alley way running East to West along Block 15 approximately 270 feet long and 15 feet wide, between Seventh Street (known as 11A Street South) and Eighth Street (known as 12 Street South), A portion of the alley way running North to South within Block 15 approximately 75 feet long and 20 feet wide, between Lots 13 through 18. The alleys described above are platted rights-of-way within the subdivision known as the Park Place Addition, located in Section 13, Township 20N, Range 03E, Cascade County, MT P.M.M. as described within this report, and as identified by map subject to the following conditions:

1. The discontinued roads revert to the ownership of the adjacent property owners, with the concurrence of said property owners, and
2. The petitioner causes to be filed an Amended Plat delineating the boundaries of the affected property within six (6) months of the date of the resolution to discontinue said portion of road.
- 3.

ATTACHMENTS:

Resolution #20-41

Application

Map of portion to be abandoned

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

RESOLUTION 20-41

IN THE MATTER TO ABANDON ONE (1) ALLEY WAY AND A PORTION OF ONE (1) ALLEY WAY WITHIN THE SUBDIVISION KNOWN AS PARK PLACE ADDITION, LOCATED IN SECTION 13, TOWNSHIP 20N, RANGE 03E P.M.M CASCADE COUNTY, MT. KNOWN AS ALLEY WAY RUNNING EAST TO WEST ALONG BLOCK 15 APPROXIMATELY 270 FEET LONG AND 15 FEET WIDE, BETWEEN SEVENTH STREET (KNOWN AS 11A STREET SOUTH) AND EIGHTH STREET (KNOWN AS 12 STREET SOUTH). A PORTION OF THE ALLEY WAY RUNNING NORTH TO SOUTH WITHIN BLOCK 15 APPROXIMATELY 75 FEET LONG AND 20 FEET WIDE, BETWEEN LOTS 13 THROUGH 18;

WHEREAS, pursuant to MCA §7-14-2616(1), The Board of Cascade County Commissioners may discontinue a street or alley or any part of a street or alley in an unincorporated town or town site upon the petition in writing of all owners of lots on the street or alley if it can be done without detriment to the public interest; and

WHEREAS, pursuant to MCA §7-14-2601 through MCA §7-14-2622, a legal petition has been signed and submitted by all owners of lots adjacent to proposed discontinuation; and

WHEREAS, said streets and alleys do not provide exclusive access to private land; and

WHEREAS, said streets and alleys do not provide exclusive access to state lands; and

WHEREAS, the discontinuation of said streets and alleys shall not affect the right of any public utility to continue to maintain its plant and equipment; and

WHEREAS, upon receipt of said petition, the County did cause to be published a legal notice of a Public Hearing in the Great Falls Tribune pursuant to the statutory requirements of MCA §7-1-2121; and

WHEREAS, site has been inspected by one County Commissioner prior to final action by the County Commission; and

WHEREAS, a public hearing was conducted according to statute on June 23, 2020; and

WHEREAS, there were no protests to the proposed abandonment.

RESOLUTION 20-41

THEREFORE BE IT RESOLVED by the Board of Cascade County Commissioners that the one (1) alley way and a portion of one (1) alley way within the subdivision known as Park Place Addition, located in Section 13, Township 20N, Range 03E P.M.M. Cascade County, MT

known as alley way running East to West along Block 15 approximately 270 feet long and 15 feet wide, between Seventh Street (known as 11A Street South) and Eighth Street (known as 12 Street South). A portion of the alley way running North to South within Block 15 approximately 75 feet long and 20 feet wide, between Lots 13 through 18 be abandoned.

Passed and adopted at the Commission Meeting held on this 28th day of July 2020.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest:

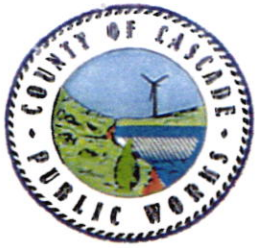
Rina Ft Moore, Clerk and Recorder

* APPROVED AS TO FORM:

Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



Petition to Discontinue a County Street or Alley in an Unincorporated Town or Townsite

Cascade County Public Works Department
Planning Division
121 4th St No, STE 2H/I, Great Falls MT 59401
Phone: 406-454-6905 Fax: 406-454-6919

\$150.00 Non Refundable Application Fee		Payment: Check (#) _____	Cash _____
FOR OFFICE USE ONLY			
Date Application Received: <u>3/16/20</u>			
Application No: _____			
County Commission Hearing Date: _____		Action: _____	

Applicant/Owner: Todd Miller Mailing Address: 2327-11A St. S.
Home Phone: 406-564-7598 Work Phone: _____ Cell Phone: 406-564-7598

1. Fill out the attached petition and submit to the Planning Office.

The Petitioners must:

- a. Obtain the signature of all adjacent property owners;
 - b. Name the road and describe the section to be established, altered or abandoned;
 - c. List all property owners affected;
 - d. Determine whether the adjacent owners can be found to consent thereto;
 - e. Present the necessity for and advantage of the petition action;
 - f. Include all necessary maps, plats, surveys, or other documents that will assist the Board in evaluating the petition
2. Within thirty (30) days of receiving the petition, the Board of County Commissioners shall cause an investigation of the petition to begin.
 3. A certificate of survey may be required by a competent surveyor, covering the subject property, prior to the filing of the resolution discontinuing the county street or alley (7-14-2606 M.C.A.). If the certificate of survey is not filed within six (6) months of the date of the resolution, the county will take action to revoke the resolution.
 4. Before acting on the petition, the Board of County Commissioners shall publish a notice of a public hearing in the local newspaper at least one (1) week before the petition is acted upon. (7-1-2121 M.C.A.)
 5. After considering the petition and the results of the investigation, the Board shall make an entry or resolution of its decision and particularly describing the affected road. (7-14-2604 M.C.A.)
 - a. Within ten (10) days of the Board's decision, the Board shall notify by certified mail, all owners of land abutting on the road petitioned of their decision.
 - b. The owners shall be those listed on the last county assessment roll.



Petition to Discontinue a County Street or Alley in an Unincorporated Town or Townsite

Date: 3-16-2020

To The Honorable Board of County Commissioners of Cascade County:

We, The Undersigned, in compliance with Section 7-14-2616 M.C.A. and being residents, do hereby petition the Honorable Board to discontinue the following described Street or Alley:

Name of Street or Alley: Alleyway between 11A St & 12th St Blk 15 lot 16-18

Description of Cascade County Street or Alley to be abandoned:

Blk 15 lot 13-15

Easement from N side of Alley from blk 15 lots 13 & 18 to S. side from blk 15 lot 15 + 16 to include Easement of end to street from South side of 11A to 12th St.

Intent is to put all lots together as one parcel lots 13 to 18

Petition – Consent Adjacent Property Owners

We, the undersigned property owners, by this petition, do hereby consent to the discontinuation of the above described street or alley:

Name	Address
1. <u>Eric Klinefelter</u>	<u>2412 13th Ave S. G.F.</u>
Signature: <u>Eric Klinefelter</u>	
2. <u>Amber Klinefelter</u>	
Signature: <u>[Signature]</u>	

Property Record Card

Summary

Primary Information

Property Category: RP
Geocode: 02-3015-13-4-07-30-0000
Primary Owner:
MILLER TODD M
2327 11A ST S
GREAT FALLS, MT 59405

Subcategory: Residential Property
Assessment Code: 0002168700
PropertyAddress: 2327 11A ST S
GREAT FALLS, MT 59405
COS Parcel:

NOTE: See the Owner tab for all owner information

Certificate of Survey:
Subdivision: PARK PLACE ADDITION
Legal Description:
PARK PLACE ADDITION, S13, T20 N, R03 E, BLOCK 015, Lot 016, LTS 16-18
Last Modified: 2/8/2020 6:05:00 PM

General Property Information

Neighborhood: 202.009
Living Units: 0
Zoning: 1
Linked Property:

Property Type: VAC_R - Vacant Land - Rural
Levy District: 02-A098-1-A
Ownership %: 100

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

Property Factors

Topography: 1 - W
Utilities: 7, 8, 9
Access: 2
Location: 5 - Neighborhood or Spot

Fronting: 4 - Residential Street
Parking Type: 3 - On and Off Street
Parking Quantity: 2 - Adequate
Parking Proximity: 3 - On Site

Land Summary

<u>Land Type</u>	<u>Acres</u>	<u>Value</u>
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Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
Total Ag Land	0.000	00.00
Total Forest Land	0.000	00.00
Total Market Land	0.215	00.00

Deed Information:

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
10/20/1997	0298	0939			

Owners

Party #1

Default Information: MILLER TODD M
2327 11A ST S

Ownership %: 100

Primary Owner: "Yes"

Interest Type: Conversion

Last Modified: 5/29/2014 9:56:28 AM

Other Names

Other Addresses

Name

Type

Appraisals**Appraisal History**

Tax Year	Land Value	Building Value	Total Value	Method
2019	18719	0	18719	COST
2018	21844	0	21844	COST

Market Land

Market Land Item #1

Method: Sqft	Type: Primary Site
Width:	Depth:
Square Feet: 9,375	Acres:
Valuation	
Class Code: 2101	Value:

Dwellings

Existing Dwellings

No dwellings exist for this parcel

Other Buildings/Improvements

Outbuilding/Yard Improvements

No other buildings or yard improvements exist for this parcel

Commercial

Existing Commercial Buildings

No commercial buildings exist for this parcel

Ag/Forest Land

Ag/Forest Land

No ag/forest land exists for this parcel

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4th S. STREET

Monuments - 2" pipe, 30' long

CERTIFICATE OF DEDICATION

OF MONTANA

July 28, 2020

Agenda # 3

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	<u>Public Hearing</u> Resolution 20-42: Conduct a Public Hearing for action on a petition to discontinue one (1) alley way
INITIATED BY	Amos J. Birky
PRESENTED BY	Amber Hobbs; Planning Department
ACTION REQUESTED	Approval of Resolution 20-42

BACKGROUND:

Amos J. Birky has petitioned the Cascade County Commission to discontinue one (1) alley way within the subdivision known as Largent and Strong East Addition to Sun River, located in Section 34, Township 21N, Range 01W P.M.M Cascade County, MT, known as the alley way running North East to South West within Block 5, approximately 363 feet long and 20 feet wide. On Tuesday, July 7, 2020, Commissioner Larson and Planning Staff visited the alley to be discontinued. Commissioner Weber and Planning Staff visited on Friday, July 10, 2020.

Staff recommends the discontinuance of the one (1) alley way within the subdivision known as Largent and Strong East Addition to Sun River, located in Section 134, Township 21N, Range 01W P.M.M Cascade County, MT. The current condition of the alley ways is undeveloped. The petitioner is wanting to aggregate lots within block 5 of Largent and Strong East Addition to Sun River.

As required by M.C.A. 7-14-2601 through 7-14-2622, a petition signed by the adjacent property owners has been received and certified by the Cascade County Clerk and Recorder. The discontinuance of the one (1) alley will not inhibit access to any property, the provision of emergency services to any property, and does not inhibit access to state lands. The Public Works Road & Bridge Division Superintendent has not replied to the proposed discontinuation at the time of writing this report. At the time of writing this report, there are no utilities that will be impacted by the proposed discontinuation. Legal notice of the public hearing was published in the Great Falls Tribune on July 19, 2020 and July 26, 2020. Legal notice was sent to adjacent property owners on July 17, 2020.

RECOMMENDATION: Cascade County Staff, after reviewing the petition to discontinue said alley way running North East to South West within Block 5, approximately 363 feet long and 20 feet wide, recommend that the Commissioners **APPROVE** Resolution 20-42.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commissioners **DISAPPROVE** Resolution 20-42, discontinuing one (1) alley way running North East to South West within Block 5, approximately 363 feet long and 20 feet wide. The alley described above is a platted rights-of-way within the subdivision known as the Largent and Strong East Addition to Sun River, located in Section 34, Township 21N, Range 01W P.M.M Cascade County, MT as described within this report, and as identified by map

MOTION TO APPROVE:

Mr. Chair, I move that the Commissioners **APPROVE** Resolution 20-42, discontinuing one (1) alley way running North East to South West within Block 5, approximately 363 feet long and 20 feet wide. The alley described above is a platted rights-of-way within the subdivision known as the Largent and Strong East Addition to Sun River, located in Section 34, Township 21N, Range 01W P.M.M Cascade County, MT as described within this report, and as identified by map as described within this report, and as identified by map subject to the following conditions:

1. The discontinued roads revert to the ownership of the adjacent property owners, with the concurrence of said property owners, and
2. The petitioner causes to be filed an Amended Plat delineating the boundaries of the affected property within six (6) months of the date of the resolution to discontinue said portion of road.

ATTACHMENTS:

Resolution #20-42

Application

Map of portion to be abandoned

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

RESOLUTION 20-42

IN THE MATTER TO ABANDON ONE (1) ALLEY WAY WITHIN THE SUBDIVISION KNOWN AS LARGENT AND STRONG EAST ADDITION TO SUN RIVER, LOCATED IN SECTION 34, TOWNSHIP 21N, RANGE 01W P.M.M CASCADE COUNTY, MT, KNOWN AS THE ALLEY WAY RUNNIN NORTH EAST TO SOUTH WEST WITHIN BLOCK 5, APPROXIMATELY 363 FEET LONG AND 20 FEET WIDE.;

WHEREAS, pursuant to MCA §7-14-2616(1), The Board of Cascade County Commissioners may discontinue a street or alley or any part of a street or alley in an unincorporated town or town site upon the petition in writing of all owners of lots on the street or alley if it can be done without detriment to the public interest; and

WHEREAS, pursuant to MCA §7-14-2601 through MCA §7-14-2622, a legal petition has been signed and submitted by all owners of lots adjacent to proposed discontinuation; and

WHEREAS, said streets and alleys do not provide exclusive access to private land; and

WHEREAS, said streets and alleys do not provide exclusive access to state lands; and

WHEREAS, the discontinuation of said streets and alleys shall not affect the right of any public utility to continue to maintain its plant and equipment; and

WHEREAS, upon receipt of said petition, the County did cause to be published a legal notice of a Public Hearing in the Great Falls Tribune pursuant to the statutory requirements of MCA §7-1-2121; and

WHEREAS, site has been inspected by one County Commissioner prior to final action by the County Commission; and

WHEREAS, a public hearing was conducted according to statute on July 28, 2020; and

WHEREAS, there were no protests to the proposed abandonment.

RESOLUTION 20-42

THEREFORE BE IT RESOLVED by the Board of Cascade County Commissioners that the one (1) alley way within the subdivision known as Largent and Strong East Addition to Sun River, located in Section 34, Township 21N, Range 01W P.M.M Cascade County, MT, known as the alley way running North East to South West within Block 5, approximately 363 feet long and 20 feet wide be abandoned.

Passed and adopted at the Commission Meeting held on this 28th day of July 2020.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest:

Rina Ft Moore, Clerk and Recorder

* APPROVED AS TO FORM:

Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



Petition to Discontinue a County Street or Alley in an Unincorporated Town or Townsite

Cascade County Public Works Department
Planning Division
121 4th St No, STE 2H/I, Great Falls MT 59401
Phone: 406-454-6905 Fax: 406-454-6919

\$150.00 Non Refundable Application Fee

Payment: Check (#) 1218 Cash

FOR OFFICE USE ONLY

Date Application Received: 06/17/2020

Application No: RA 2020-005

County Commission Hearing Date: _____ Action: _____

Applicant/Owner: AMOS J. BIRKY

Mailing Address:

865 Willow Creek Road,
Belt, MT 59412

Home Phone: _____ Work Phone: _____ Cell Phone: 406-799-7050

1. Fill out the attached petition and submit to the Planning Office.

The Petitioners must:

- a. Obtain the signature of all adjacent property owners;
 - b. Name the road and describe the section to be established, altered or abandoned;
 - c. List all property owners affected;
 - d. Determine whether the adjacent owners can be found to consent thereto;
 - e. Present the necessity for and advantage of the petition action;
 - f. Include all necessary maps, plats, surveys, or other documents that will assist the Board in evaluating the petition
2. Within thirty (30) days of receiving the petition, the Board of County Commissioners shall cause an investigation of the petition to begin.
 3. A certificate of survey may be required by a competent surveyor, covering the subject property, prior to the filing of the resolution discontinuing the county street or alley (7-14-2606 M.C.A.). If the certificate of survey is not filed within six (6) months of the date of the resolution, the county will take action to revoke the resolution.
 4. Before acting on the petition, the Board of County Commissioners shall publish a notice of a public hearing in the local newspaper at least one (1) week before the petition is acted upon. (7-1-2121 M.C.A.)
 5. After considering the petition and the results of the investigation, the Board shall make an entry or resolution of its decision and particularly describing the affected road. (7-14-2604 M.C.A.)
 - a. Within ten (10) days of the Board's decision, the Board shall notify by certified mail, all owners of land abutting on the road petitioned of their decision.
 - b. The owners shall be those listed on the last county assessment roll.

(Updated January 06, 2014)

Page 1



Petition to Discontinue a County Street or Alley in an Unincorporated Town or Townsite

Date: 6/11/2020

To The Honorable Board of County Commissioners of Cascade County:

We, The Undersigned, in compliance with Section 7-14-2616 M.C.A. and being residents, do hereby petition the Honorable Board to discontinue the following described Street or Alley:

Name of Street or Alley: Alley in Block 5, Largent & Strong East Addition to Sun River

Description of Cascade County Street or Alley to be abandoned:

The alley in Block 5 was originally platted with access only from River Street. River Street has been eroded away by the Sun River, so there is no longer access to the lots in Block 5 that are southeast of the alley. Petitioner owns all the lots in Block 5 and intends to aggregate them into two lots that will include the abandoned alley and that will have access onto Strong Street. Petition for entire alley in Block 5 to be abandoned.

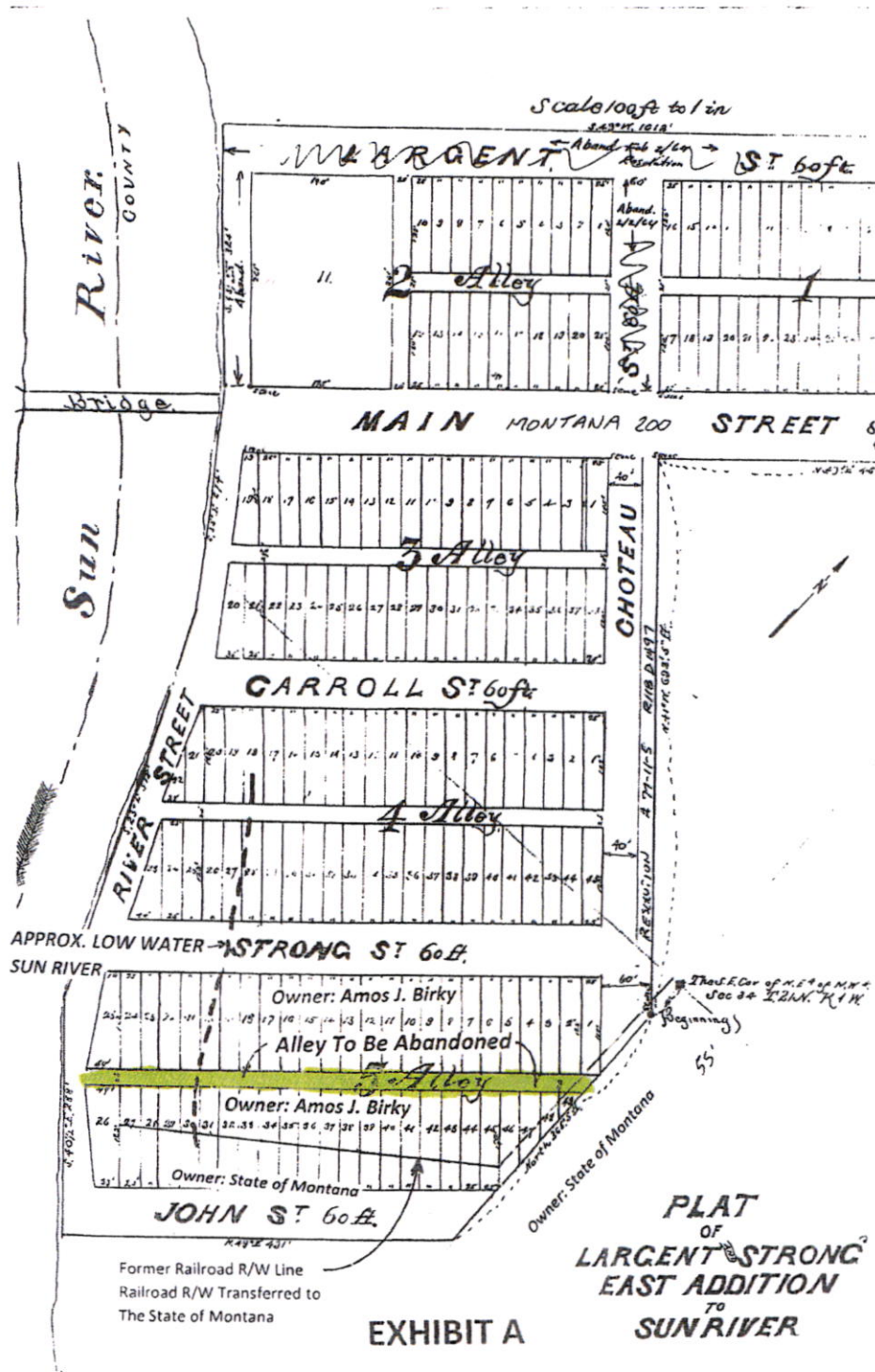
Petition – Consent Adjacent Property Owners

We, the undersigned property owners, by this petition, do hereby consent to the discontinuation of the above described street or alley:

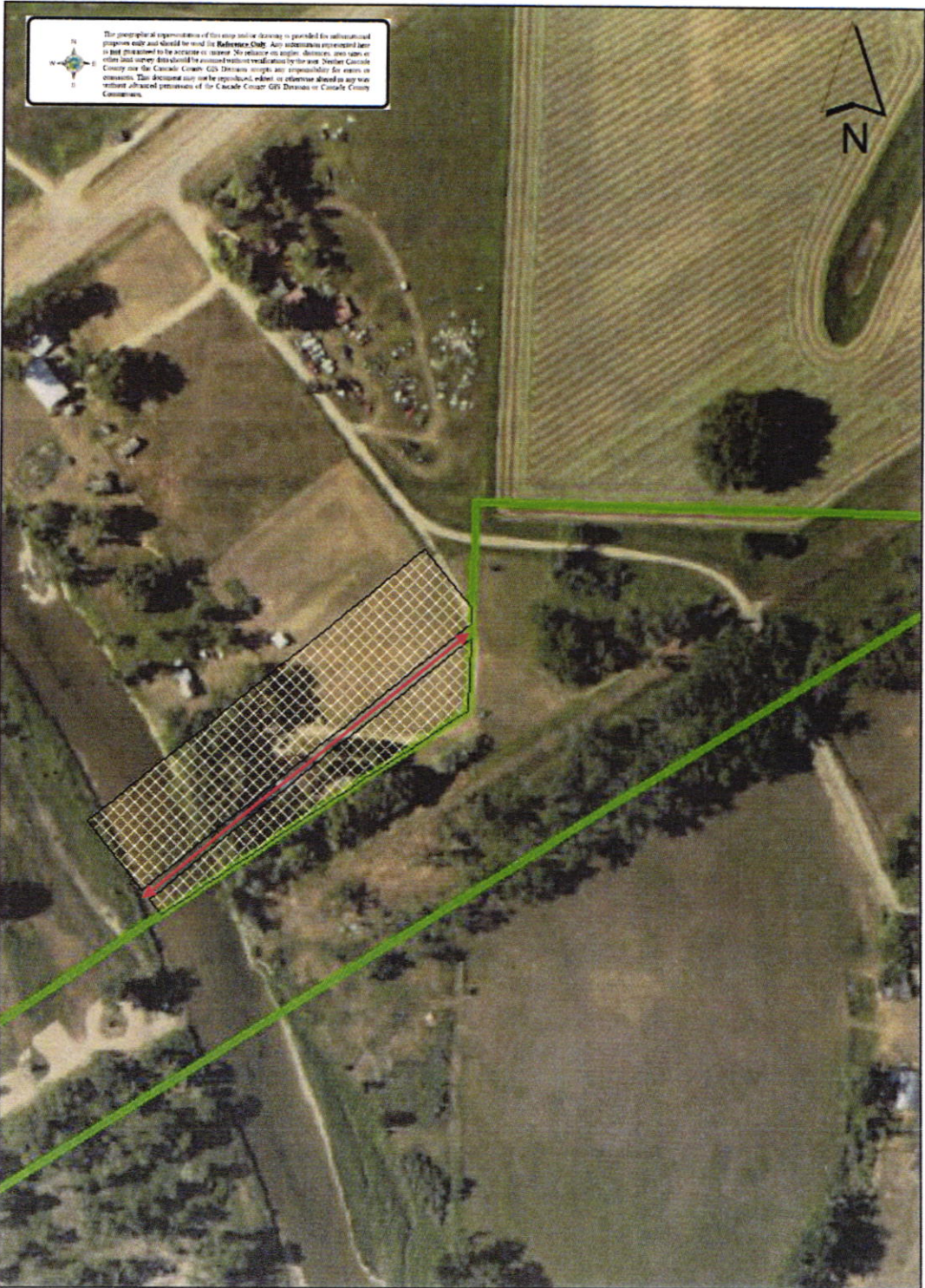
Name	Address
1. AMOS J. BIRKY	865 Willow Creek Road, Belt, MT 59412
Signature: <i>Amos J. Birky</i>	
2. William A. Schenk	1420 F 6 th Ave
Signature: <i>William A. Schenk</i>	Helena MT 59620-0701
<i>Lands Program Manager</i>	
<i>Montana Fish, Wildlife & Parks</i>	




(Updated January 06, 2014)

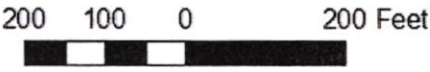
Page 2



200 Choteau St Alley Abandonment



-  200 Choteau St Property
-  Dept of Fish Wildlife & Parks Property
-  Platted Alley to be Abandoned



July 28, 2020

Agenda #4

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Montana ExpoPark Landscaping Contract

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract 20-109

PRESENTED BY: Les Payne, Public Works Director

BACKGROUND:

Cascade County Public Works Department went out for local estimates on landscaping of the Montana ExpoPark. Estimates were only provided by one contractor, Tilleraas Landscape Nursery, of Great Falls, MT. Tilleraas Landscape had an estimated price of \$19,550.00, for the pruning, trimming, and removal of all shrubs, small trees, and bushes on the property of the Great Falls, ExpoPark.

RECOMMENDATION:

Cascade County Staff, after reviewing estimates for the landscaping of the Montana ExpoPark, recommends awarding the contract to Tilleraas Landscape Nursery, of Great Falls, MT, for the total cost to the County of \$19,550.00, for the pruning, trimming, and removal of all shrubs, small trees, and bushes on the property of the Montana ExpoPark.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** Contract 20-109, estimate proposal from Tilleraas Landscape Nursery, of Great Falls, MT, for the total cost to the County of \$19,550.00, and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"I move the Cascade County Commission **DISAPPROVE** Contract 20-109, estimate proposal from Tilleraas Landscape Nursery, of Great Falls, MT, for the total cost to the County of \$19,550.00."

CONTRACT

In consideration of the mutual promises and consideration set forth herein between Tilleraas Landscape Nursery, 100 32nd Street S.W., Great Falls, Montana, 59404 (Contractor) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. Contract Purpose And Scope Of Contract Work: The purpose of this contract is for the Contractor to perform certain pruning of various junipers, deciduous shrubs, evergreen shrubs and dead or unwanted trees in an about the Montana ExpoPark facilities located at 400 3rd Street Northwest, Great Falls, Montana as set forth in the Contractor's bid dated June 26, 2020 which is incorporated herein by reference.

2. Performance Standards: Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work and shall do so in a timely, professional and good workmanlike manner and in accordance with prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). Contractor will promptly repair any damage. Contractor will be required to properly sign and secure the work site so as to maintain, at all times, the safety of County's employees, agents, invitees and public.

3. Contract Time: Contractor shall fully complete the Contract Work no later than thirty (30) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. Contract Sum: Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of NINETEEN THOUSAND FIVE HUNDRED FIFTY AND 00/100 DOLLARS (\$19,500.00) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. Contract Payment: As a condition precedent to payment, the Contractor shall conduct a final inspection of the Contract Work with the Authorized Representative of the County. The County shall promptly comply and participate with any reasonable request of the Contractor for final inspection. Upon final inspection and receipt of the Contractor's application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the County's opinion the Contract Work is not accepted. If the County withholds payment under this section, the County shall notify the Contractor of the withholding and the reason therefor no later than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. Partial payment under this section shall not constitute or be construed to constitute the County's acceptance of any disputed portion of the Contract Work. Acceptance of final payment by the Contractor shall constitute a waiver of all Contractor claims against the County except those previously made in writing and identified by the Contractor as unsettled prior to receipt of the final payment from the County.

6. Force Majeure: If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

7. Insurance: Prior to commencing work under this agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. Contractor's proof of insurance as provided to County is attached hereto as Exhibit A to this contract and such coverages shall remain in full force and effect for the duration of this Contract. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

8. Indemnification: Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

9. Montana Prevailing Wage Rate and Gross Receipts Tax: Contractor may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages.

10. General Warranty: The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

11. Choice of Law and Venue: This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

12. Entire Agreement and Modification: This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties.

This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

13. Severability: If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

14. Mutual Assent and Authority: The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

DATED this ____ day of July, 2020

Contractor:

STATE OF MONTANA)
 :SS
County of Cascade)

This instrument was signed or acknowledged before me on this ____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

(NOTARIAL SEAL)

County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Ft. Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

**TILLERAAS LANDSCAPE NURSERY**

100 32nd St. S.W.
Great Falls, MT 59404
PHONE(406)453-8448

Estimate

DATE	Estimate
6/26/2020	5828

NAME / ADDRESS
Great Falls Fairgrounds Atten- Les Payne lpayne@casadecountymt.gov

REP	TERMS
MR	estimate

QTY	DESCRIPTION	COST	TOTAL
32	Along 6th- remove Approx- 32 junipers and deciduous shrubs that are dead of overgrown	75.00	2,400.00
7	prune trees	75.00	525.00
75	prune evergreens and deciduous shrubs	45.00	3,375.00
15	remove dead or unwanted tree	100.00	1,500.00
7	along NW bypass- Remove 7 ash trees(10' tall or less)	100.00	700.00
40	Along smelter- remove approx 40 deciduous and evergreen shrubs	75.00	3,000.00
24	prune trees	75.00	1,800.00
20	prune evergreens and deciduous shrubs	45.00	900.00
19	remove dead or unwanted trees	100.00	1,900.00
15	By sign(corner of smelter and NW bypass- Remove unwanted shrubs and evergreens	75.00	1,125.00
1	remove tree	100.00	100.00
1	Inside fairgrounds- prune, clean-up shrubs	1,100.00	1,100.00
5	equipment and travel (5 days)	225.00	1,125.00
Please email me directly at- melissa@tilleraas-nursery.com or call- 868-7194			
Have A Great Day		TOTAL	\$19,550.00

All Landscape Jobs Paid by Credit Card will have a 3% CCRD fee applied. Thank You

July 28, 2020

Agenda #5

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Montana ExpoPark Tree Trimming Contract

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract 20-110

PRESENTED BY: Les Payne, Public Works Director

BACKGROUND:

Cascade County Public Works Department went out for local estimates on the trimming of all trees located within the fence line of Montana ExpoPark. Estimates were provided by two vendors, Circle "B" Saw and Tree of Fairfield, MT, and Dave's Tree Service of Great Falls, MT. Several other companies were contacted, but they refused to take on this work. Circle "B" Saw and Tree had an estimate of \$79,950.00, this was to work on 297 trees, 67 of these trees to be completely removed. Dave's Tree Service had an estimate of \$36,000.00, this was to work on 174 trees, 57 of these to be completely removed.

RECOMMENDATION:

Cascade County Staff, after reviewing estimates for the trimming and removing of all trees, within the fence line of the Montana ExpoPark, recommends awarding the contract to Circle "B" Saw and Tree of Fairfield, MT, for the total cost to the County of \$79,950.00, this is just for the trimming and the removal, this does NOT include the cleanup, or the disposal of trees.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** Contract 20-110, estimate proposal from Circle "B" Saw and Tree for the trimming and or removal of all trees located within the fence line of ExpoPark for a total cost to the County of \$79,950.00 and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"I move the Cascade County Commission **DISAPPROVE** Contract 20-110, estimate proposal from Circle "B" Saw and Tree for the trimming and or removal of all trees located within the fence line of ExpoPark for a total cost to the County of \$79,950.00."

CONTRACT

In consideration of the mutual promises and consideration set forth herein between Circle B Saw & Tree, LLC, 34 1st Lane SE, Fairfield, Montana 59436 (Contractor) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. **Contract Purpose And Scope Of Contract Work:** The purpose of this contract is for the Contractor, using proper arboriculture and the guideline of appearance suggested by County's authorized Agent, Les Payne, Public Works Director, to remove approximately 67 and trim approximately 230 deciduous and coniferous trees at Cascade County's ExpoPark at 400 3rd Street Northwest, Great Falls, Montana as set forth in the Contractor's undated bid which is attached hereto and incorporated herein as Exhibit A to this Contract. Contractor's scope of work hereunder does not include clean-up of refuse nor stump grinding.

2. **Performance Standards:** Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work and shall do so in a timely, professional and good workmanlike manner and in accordance with prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). Contractor will promptly repair any damage. Contractor will be required to properly sign and secure the work site so as to maintain, at all times, the safety of County's employees, agents, invitees and public.

3. **Contract Time:** Contractor shall fully complete the Contract Work no later than thirty (30) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. **Contract Sum:** Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of SEVENTY NINE THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS (\$79,950.00) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. **Contract Payment:** As a condition precedent to payment, the Contractor shall conduct a final inspection of the Contract Work with the Authorized Representative of the County. The County shall promptly comply and participate with any reasonable request of the Contractor for final inspection. Upon final inspection and receipt of the Contractor's application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the County's opinion the Contract Work is not accepted. If the County withholds payment under this section, the County shall notify the Contractor of the withholding and the reason therefor no later

than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. Partial payment under this section shall not constitute or be construed to constitute the County's acceptance of any disputed portion of the Contract Work. Acceptance of final payment by the Contractor shall constitute a waiver of all Contractor claims against the County except those previously made in writing and identified by the Contractor as unsettled prior to receipt of the final payment from the County.

6. Force Majeure: If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

7. Insurance: Prior to commencing work under this agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. Contractor's proof of insurance as provided to County is attached hereto as Exhibit B to this contract and such coverages shall remain in full force and effect for the duration of this Contract. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

8. Indemnification: Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

9. Montana Prevailing Wage Rate and Gross Receipts Tax: Contractor may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages.

10. General Warranty: The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

11. Choice of Law and Venue: This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

12. Entire Agreement and Modification: This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

14. Severability: If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

15. Mutual Assent and Authority: The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

DATED this ____ day of July, 2020

Contractor:

STATE OF MONTANA)
 :ss
County of Cascade)

This instrument was signed or acknowledged before me on this ____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

(NOTARIAL SEAL)

County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Jmaes L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Ft. Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



Circle B Saw & Tree

34 1st Lane SE
Fairfield Montana
406-899-7700

To: Les Payne

From: Brian Heagy, Owner/Operator of Circle B Saw and Tree

Subject: Bid to trim trees, ExpoPark, Cascade County

1. There are 297 trees within the perimeter fence of the park. This includes all deciduous and coniferous trees, but no shrubbery or woody bushes. This number is a very close approximation as there are several colonies of volunteer trees that stem from another tree's root. Each colony has been counted as one tree.
2. Using the parameters of proper arboriculture and the guidelines of appearance suggested by Les Payne, there are approximately 67 trees to remove. This number is subject to change based upon the direction of Mr. Payne and closer inspection of the health and safety of each tree as it is trimmed. The parameters of arboriculture we consider are as follows:
 - A. Safety: Every tree must be trimmed to make it as safe as is reasonably possible. This requires removal of all dead limbs, broken or damaged limbs, rotted joints or forks, branches or foliage that encroaches upon structures, power lines, other trees, and anything else that may pose a hazard.
 - B. Health: Any evidence of disease should be pruned. Canopies that are too thick need thinning, branches that have lost their posture, are too heavy, extend too far, hang too low, or rub against another should be trimmed. Trees that have poor integrity or compromised health should be removed altogether.
 - C. Architecture and general appearance: Trim each tree to a reduced size as arboriculture permits, remove unsightly or out of place trees and foliage including shoots or suckers to form a neat and clean canopy, while trying to make it all look as nice as possible by shaping it uniformly and symmetrically.
3. Circle B Saw and Tree makes this bid to trim or remove each of the 297 trees within the perimeter of the park as needed or directed with no cleanup of the refuse and no stump grinding for the sum total of \$79,950. That is \$269.19 per each tree.
4. For further discussion, questions, or direction, please contact me directly by phone at 899-7700. I do not always hear the phone over chainsaws and running equipment, so If I do not answer please send a text message to that same number and I will respond as soon as I can. Thank you

EXHIBIT A

July 28, 2020

Agenda #6

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Memorandum of Agreement and Amendment
between Great Falls Development
Authority (GFDA) and Cascade County for
funding the Remediation of Lead-based Paint,
Asbestos and Mercury in the Old Jail**

INITIATED AND PRESENTED BY: **Board of Cascade County Commissioners**

ACTION REQUESTED: **Approval of Contract #20-113**

BACKGROUND:

In March 2020, Cascade County contacted Great Falls Development Authority (GFDA) regarding the possibility of receiving Brownfield funding for remediation of hazardous materials within the former county jail, located on the NE corner of block of 326 3rd Avenue North. This two-story (plus a basement) building was designed by George H. Shanley and constructed in 1913 by the Olson and Johnson Company. The former jail served as the County Jail from 1914 until January 11, 1998 when detention operations relocated to the new Adult Detention Center on Gore Hill. The original sandstone building was designed to complement the Cascade County Courthouse across the street and is notable for its Romanesque Revival stylistic architectural features. The former jail and Cascade County Courthouse are prominent architectural monuments to local government within the Great Falls Northside Residential Historic District; both are listed on the National Register.

In early 2016, Cascade County requested and received Brownfield funding to conduct a Phase I assessment of the facility to determine whether hazardous materials existed. That report indicated lead-based paint, asbestos and minor amounts of mercury within old thermostats may be present. No additional funding was available at that time to pursue additional Phase II materials testing.

The Board of Cascade County Commissioners submitted a letter to GFDA on March 17, 2020 requesting consideration of Brownfield funding for hazardous material abatement in the former jail. Thereafter, GFDA engaged the services of TD&H to conduct material testing of the paint, flooring materials, ceiling tiles, HVAC venting and more to confirm the extent of the hazardous materials within the building. That report was made available to GFDA on April 27, 2020 and confirmed the presence of asbestos and lead-based paint in various surfaces, materials, and construction products within the building.

Meanwhile, the Commission published a request for sealed bids from interested contractors in the Great Falls Tribune on June 21 and 28, 2020. Hazardous Technologies, Inc. PO Box 7483, Great Falls, Montana was the only contractor to submit a bid. Their bid was based on the findings from TD&H's materials testing report. They bid a total of \$134,772 for the complete

abatement of the asbestos, lead and mercury from the facility.

On July 15, 2020, the Board of Cascade County Commissioners was informed that the GFDA Executive Board had approved the project and the bid from *Hazardous Technologies, Inc.* for lead, asbestos and mercury abatement of the former jail. The Memorandum of Agreement and Amendment before you confirms the terms between GFDA and Cascade County for GFDA's funding of the project and payment of the contractor in an amount not to exceed \$148,249.00.

AMOUNT: \$148,249.00

RECOMMENDATION: Approval of Contract 20-113

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-113, a Memorandum of Agreement and Amendment between GFDA and Cascade County for funding not to exceed \$148,249.00 for asbestos, lead and mercury abatement in the former county jail.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-113, Memorandum of Agreement and Amendment between GFDA and Cascade County for funding not to exceed \$148,249.00 for asbestos, lead and mercury abatement in the former county jail.

MEMORANDUM OF AGREEMENT**BETWEEN GREAT FALLS DEVELOPMENT AUTHORITY, INC. and****Cascade County, Montana**

THIS MEMORANDUM OF AGREEMENT, made this 2nd day of June, 2020, by and between the Cascade County, Montana (the Subgrantee) and Great Falls Development Authority, Inc. (the Grantor or GFDA), provides that:

WHEREAS, GFDA has received a grant (the Grant) from the United States Environmental Protection Agency (EPA) under and pursuant to the "Brownfields Initiative" under the Comprehensive Environmental Response, Compensation and Responsibilities Act of 1980; and

WHEREAS, GFDA, manages the Brownfield's Revolving Loan Fund (RLF); and,

WHEREAS, the Subgrantee must remediate hazardous materials in the building located at 26 3rd Ave N., Great Falls, MT 59401; and,

WHEREAS, the GFDA Executive Committee has determined that this project is deserving of public support; and,

WHEREAS, hazardous remediation is an eligible use of Brownfield funds; and,

WHEREAS, Cascade County, MT is a form of local government or municipality eligible for grants under the Brownfields Initiative.

NOW, THEREFORE, GFDA and the Subgrantee in consideration of the mutual covenants and promises set forth herein hereby agree, covenant and represent as follows:

1. Grantor agrees to grant and Subgrantee agrees to receive, an amount less than or equal to, but not exceeding, **One hundred thirty four thousand and two hundred twenty-five Dollars (\$134,225.00)** (the "Subgrant") for the Project. The final amount of the Subgrant will be equal to actual, eligible project expenses as described in this document, not exceeding **\$134,225.00**. This Agreement and any other document evidencing or executed in connection with the Subgrant are hereinafter collectively referred to as the "Subgrant Documents." The Subgrant will be disbursed to the Subgrantee subject to all of the terms, provisions, conditions, covenants and agreements contained in the Subgrant Documents.
2. Prior to outlay of any portion of the Subgrant, Subgrantee shall, for that portion of the Subgrant provide to the GFDA a certification of the costs of the Project actually expended by Subgrantee, together with copies of invoices or other acceptable evidence of Sub grantee's payment thereof. The reimbursable costs of the Project shall not include any ineligible items identified in Attachment 1 hereto which are incorporated herein.
3. Subgrantee shall be in compliance with all applicable provisions of state and federal law pertaining to the Project, including CERCLA and the regulations contained in 40 CFR Part 300,

42 USCA 9601 et. seq., and all applicable EPA assistance regulations (40 CFR Part 31 for governmental entities or 40 CFR Part 30 for nonprofit organizations), and in its operation of the Property and shall ensure that the cleanup protects public health and the environment. All procurements conducted with subgrant funds must comply with 40 CFR Part 31.36 or 40 CFR Part 30.40-30.48, as applicable.

4. Subgrantee shall expend subgrant proceeds solely for purposes identified in the approved application and for no other purpose.
5. Subgrantee shall maintain and keep in force general liability insurance with a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage. The Grantor shall be provided with thirty (30) days written notice of any cancellation, suspension or reduction in limits. Subgrantee shall furnish to Grantor evidence of the insurance coverages required herein.
6. Subgrantee shall not assign or attempt to assign, directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of Grantor. The Subgrantee shall not convey, assign all or any portion of the Property without the prior written consent of the Grantor.
7. Subgrantee agrees to not use any subgrant funds for any of the ineligible uses identified in Attachment 1.
8. Subgrantee agrees to comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)."
9. Subgrantee shall maintain financial records pertaining to all matters relative to this Agreement and the Project in accordance with generally accepted accounting principles and procedures and shall retain all of its records and supporting documentation applicable to the Project for a period of not less than three (3) years following completion of the Project or until it shall have obtained the written authorization of GFDA to destroy or discard such records and documentation. All such records and supporting documents shall be made available, upon request, for inspection or audit by GFDA, the EPA, or their respective representatives.
10. Subgrantee shall not discriminate against any person on the basis of race, color, creed, religion, sex, national origin, handicap, age, marital status, political ideas, or veteran status, sexual preference, or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of any person performing any work pursuant to this Agreement or related to the performance and management of the Project. Subgrantee shall comply with Executive Order 11246, Equal Employment Opportunity, and the regulations at 41 CFR 60-4. The Subgrantee must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. Other civil rights laws may impose additional requirements on the Subgrantee. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments,

businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws, and local ordinance.

11. The Subgrantee must and will retain ownership of the site throughout the period of performance of the grant. For the purposes of this grant, "own" means fee simple title unless the EPA and GFDA approve a different arrangement.
12. The Subgrantee must meet all relevant continuing obligations to maintain status as a landowner and bona fide prospective purchaser protected from CERCLA liability.
13. Subgrantee shall ensure that the cleanup protects human health and the environment.
14. The Subgrantee has obtained all the necessary licenses, authorizations, consents, approvals and permits required in connection with the completion of the Project and the operation of the Property, and said licenses, authorizations, consents, approvals and permits are currently fully in effect.
15. Subgrantee warrants that all information provided in the Site Eligibility Determination Outline submitted to EPA on April 20, 2020, was and is true and accurate.
16. The Subgrantee warrants that there is no default on the part of Subgrantee under any agreement or document pertaining to the Project to which it is a party and no event has occurred that with notice or the passage of time or both would constitute a default under any such document.
17. The Subgrantee warrants that Subgrantee is not and has never been subject to any penalties resulting from environmental non-compliance at or on the Property.
18. The Property and the proposed use thereof comply with all applicable zoning, environmental protection, use and building codes, laws, regulations and ordinances. Subgrantee has no knowledge of any violations of any laws, ordinances, codes, requirements, orders or covenants of any governmental entity, agency, instrumentality or association having jurisdiction over the Property.
19. Subgrantee has full power to enter into and perform its obligations under this Agreement and the Subgrant Documents. The execution and delivery of this Agreement and the Subgrant Documents and the performance and observance of their terms, conditions and obligations have been duly authorized by all necessary action on the part of Subgrantee. This Agreement and the Subgrant Documents constitute, and any other agreement required hereby will constitute, when executed and delivered by the Subgrantee to the Grantor, valid and binding obligations of the Subgrantee enforceable in accordance with their terms.
20. The Sub grantee shall comply with all applicable Federal and State laws and requirements. In addition to CERCLA 104(k), Federal applicable laws and requirements include: 40 CFR 31 and OMB Circular A-87 for governmental recipients of subgrants or 40 CFR 30 and OM6 Circular A-122 for non-profit recipients of subgrants and 40 CFR 30 and OMB Circular A-21 for educational institutions recipients of subgrants.

21. The Subgrantee shall comply with all Federal cross-cutting requirements including, but not limited to OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333); the Anti Kickback Act (40 USC 276c); the Federal Fair Labor Standards Act; the Hatch Act; OMB Circulars A-110 and A-122; and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
22. The Subgrantee shall carry out the Project in accordance with the Davis-Bacon Act of 1931 (40 U.S.C. 276a-276a-5 and 42 U.S.C. 3222). Davis Bacon requires payment of Federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with RLF grant proceeds. The Subgrantee shall obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the construction contract. The Subgrantee shall meet all requirements of the Davis-Bacon Act, Contract Work Hours and Safety Standards Act and Anti-Kickback Act, and retain all records necessary to provide evidence of full compliance.
23. If environmental samples will be collected during cleanup activities, the Subgrantee and/or its contractors shall comply with all relevant DEQ regulations and guidance.
24. The Subgrantee understands and agrees that any and all work performed on the Property for which Grant Funds are used and the receipt of any Grant Funds under this Agreement is conditioned upon the Subgrantee's full compliance with the Project Documents and this Agreement.
25. The Subgrantee will comply with requirements found at 40 CFR 33 which require the Subgrantee undertake good faith efforts to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) to submit proposals, bids, and provide services on contracts and subcontracts for services and supplies. The Subgrantee shall submit reports of such efforts in the form of a letter.
26. The Subgrantee agrees to protect, indemnify, defend and hold harmless, GFDA, its officers, administrators, agents, servants, employees and all other persons or legal entities to whom the Subgrantee may be liable from, for or against any and all claims, demands, suits, losses, damages, judgments, costs and expenses, whether direct, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, court costs, and other fees and expenses for bodily injury, including death, personal injury and property damage, arising out of or in connection with the performance of any work or any responsibility or obligation of the Subgrantee as provided herein and caused in whole or in part by any act, error, or omission of the Subgrantee, its agents, servants, employees or assigns.
27. The Subgrantee shall notify GFDA when the Project is complete. The notice shall contain certification or documentation that the Project is complete and has been performed in accordance with the terms of this Agreement. This cleanup closeout documentation shall summarize the actions taken, the resources committed, the problems encountered in completion of the project, if any, identify any institutional controls required, and document that the cleanup

is complete and is protective of human health and the environment. The Subgrantee shall receive and provide the City notice from the Montana Department of Environmental Quality (DEQ) that the project has successfully met the criteria of a Final Visual Inspection and Final Air Clearance Sampling in accordance with DEQ regulations.

28. Debarment, Suspension (Non-procurement) and Lobbying. This Subgrant Agreement is subject to Section 319 of Public Law 101-121, which added Section 1352, regarding lobbying restrictions, to Chapter 13 of Title 31 of the United States Code as implemented by 15 CFR Part 28. The Subgrantee is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this Loan. The Subgrantee must file Form CD-512, "Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions and Lobbying," and Standard Form-LLL, "Disclosure of Lobbying Activities," regarding the use of any nonfederal funds for lobbying. The Subgrantee is required to file a disclosure form within 15 days of the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in a previously filed disclosure form.
29. GFDA has designated Lillian Sunwall, Vice President, as GFDA's liaison for this Agreement and all questions regarding this Agreement shall be directed to her or her designee.
30. The Sub grantee has designated _____, [Title] _____, as its liaison for this Agreement and all questions regarding this Agreement shall be directed to him/her or his/her designee.
31. Any deviation from this Agreement must be submitted to GFDA's liaison prior to its occurrence for approval.
32. The Subgrantee shall provide financial reports and other information to GFDA's liaison or auditor upon request, unless otherwise provided above.
33. Events of Default. The occurrence of any one or more of the following events or existence of one or more of the following conditions, with respect to the Subgrantee, shall constitute an Event of Default under this Agreement:
 - a. Subgrantee shall fail to perform any term, covenant or condition to be performed hereunder and such failure is not remedied within thirty (30) days, unless a longer period of time is reasonably required to cure such failure, from and after written notice from Grantor to Subgrantee, specifying said failure.
 - b. Any representation or warranty made in writing to GFDA herein or in connection with the making of the Subgrant, or any certificate, statement or report made pursuant to this Agreement by Subgrantee shall prove at any time to have been incorrect in any material respect when made.
 - c. This Agreement or any Subgrant Document shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Subgrantee, or Subgrantee shall deny that it has any or further liability or obligation hereunder or thereunder.

34. Remedies.

- a. Upon the occurrence of an Event of Default, Grantor may recover the amount of the Subgrant from Subgrantee and pursue all other rights and remedies provided by law or in equity.
- b. No delay or failure of Grantor in the exercise of any right or remedy provided for hereunder shall be deemed a waiver of the right by Grantor and no exercise or partial exercise or waiver of any right or remedy shall be deemed a waiver of any further exercise of such right or remedy or of any other right or remedy that Grantor may have. The enforcement of any rights of Grantor as to the Subgrant shall not affect the rights of Grantor to enforce repayment of the Subgrant and to recover judgment for any portion thereof remaining unpaid. The rights and remedies herein expressed are cumulative and not exclusive of any right or remedy that the Grantor shall otherwise have.

35. Rights of the Grantor. Grantor may assign, negotiate, pledge or otherwise hypothecate this Agreement and the other documents executed by Subgrantee in connection therewith or any of its rights and security hereunder or thereunder, in whole or in part. In case of such assignment, Subgrantee will accord full recognition thereto and hereby agrees that all rights and remedies of the Grantor in connection with the interests so assigned shall be enforceable against Subgrantee by the assignee thereof.

36. Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated orally and may only be modified or amended by an instrument in writing, signed by the parties hereto.

37. Inspections and approval of the Project and the workmanship and materials used therein impose no responsibility or liability of any nature or kind whatsoever on GFDA to Subgrantee and/or any third parties. The parties hereby expressly agree and acknowledge that their relationship is that of Grantor and Subgrantee and that no other relationship, including that of joint venture, partnership or other common enterprise is created by this Agreement or the other Subgrant Documents.

38. All rights, powers, and remedies herein given to Grantor are cumulative and not alternative, and are in addition to all other statutes or rules of law. Any forbearance or delay by Grantor in exercising the same shall not be deemed to be a waiver thereof and the exercise of any right or partial exercise thereof shall not preclude the further exercise thereof and the same shall continue in full force and effect until specifically waived by an instrument in writing executed by Grantor. All representations, warranties and covenants by Subgrantee shall survive the making of the advances of the Subgrant and the provisions hereof shall be binding upon Subgrantee, its successors and assigns and inure to the benefit of the Grantor, its successors and assigns.

39. All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed to the parties at the addresses set forth below. Such addresses may be changed by notice to the other party given in the same manner.

40. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the execution of this Agreement and shall continue in full force and effect so long as the Subgrant is outstanding and unpaid.
41. If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and, to this end, the provisions of this Agreement are hereby declared severable.
42. This Agreement and all matters of performance relating thereto shall be governed by and construed and interpreted in accordance with the laws of the State of Montana or, to the extent applicable, CERCLA and EPA Regulations.
43. This Agreement may be executed in several counterparts.

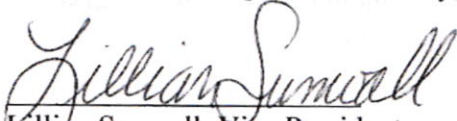
AGREED TO AND ENTERED INTO BY THE UNDERSIGNED PARTIES THIS ____ DAY OF _____, 2020.

ATTEST:

APPROVED:

GRANTOR

Great Falls Development Authority, Inc.


Lillian Sunwall, Vice President

Brett Doney, President

SUBGRANTEE

Cascade County, MT

Name & Title

Attachment 1

Examples of types of costs that are ineligible to receive grant monies from the Brownfields Fund include:

- Pre-award costs, unless incurred within ninety (90) days of application approval and have been pre-approved by the GFDA;
- Administrative costs including clerical support, monthly utility expenses, the purchase of office equipment, personnel costs associated with fund raising for the non-governmental entity, etc.
- Costs associated with the performance of a Supplemental Environmental Project ("SEP");
- State or Federal lobbying costs, penalties, or fines;
- Land acquisition projects that do not have tangible public health or environmental benefits and physical construction or redevelopment
- Response costs for emergency response actions caused or exacerbated solely by the applicant or their agents or assigns; and/or
- Proposed projects associated with unresolved litigation (administrative or judicial) with the MT DEQ or conditions or activities that have violated or are violating statutes or regulations administered by the MT DEQ shall be ineligible to receive Fund monies without the express written consent of the MT DEQ and the resolution of said litigation or violation(s).

AMENDMENT TO
MEMORANDUM OF AGREEMENT
BETWEEN GREAT FALLS DEVELOPMENT AUTHORITY, INC. and
CASCADE COUNTY, MONTANA

THIS IS AN AMENDMENT TO THE MEMORANDUM OF AGREEMENT, made this 22nd day of July, 2020, by and between the Cascade County, Montana (the Subgrantee) and Great Falls Development Authority, Inc. (the Grantor or GFDA), to replace part 1. of the original Memorandum of Agreement only. This document is to become an attachment to the original Memorandum of Agreement.

1. Grantor agrees to grant and Subgrantee agrees to receive, an amount less than or equal to, but not exceeding, **One hundred forty-eight thousand and two hundred forty-nine Dollars (\$148,249.00)** (the "Subgrant") for the Project. The final amount of the Subgrant will be equal to actual, eligible project expenses as described in this document, not exceeding **\$148,249.00**. This Agreement and any other document evidencing or executed in connection with the Subgrant are hereinafter collectively referred to as the "Subgrant Documents." The Subgrant will be disbursed to the Subgrantee subject to all of the terms, provisions, conditions, covenants and agreements contained in the Subgrant Documents.

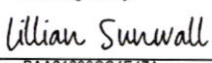
AGREED TO AND ENTERED INTO BY THE UNDERSIGNED PARTIES THIS 22nd DAY OF July, 2020.

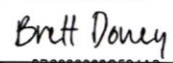
ATTEST:

APPROVED:

GRANTOR

Great Falls Development Authority, Inc.

DocuSigned by:

BAA21296CC4E47A
Lillian Sunwall, Vice President

DocuSigned by:

980688060C524A2
Brett Doney, President

SUBGRANTEE

Cascade County, MT

Name & Title

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this 28th day of July, 2020.

Attest

On this _____ day of _____, 2020, I hereby attest the above-written signatures of James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

*** APPROVED AS TO FORM:**
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

*** THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract Award to
Hazardous Technologies, Inc.
for Remediation of Lead-based Paint
and Asbestos in the Old Jail (Non-Hazardous
Materials)

INITIATED AND PRESENTED BY: Board of Cascade County Commissioners

ACTION REQUESTED: Approval of Contract 20-114

BACKGROUND:

As part of the request for sealed bids publish June 21 and 28, 2020 in the Great Falls Tribune for remediation of hazardous materials from Cascade County's old jail, Cascade County sought bids for the removal of non-hazardous materials so that the old jail could be cleaned of all other materials which require removal and disposal. Hazardous Technologies, Inc. PO Box 7483, Great Falls, MT was the only contractor to submit a bid. Their bid for the removal of the non-hazardous materials was \$40,100.00.

Because the funding for this project is not paid for through the GFDA, Cascade County will be responsible for the costs of this Contract. This project is ready to proceed.

AMOUNT: \$40,100.00

RECOMMENDATION: Approval of Contract 20-114.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-114 and award a contract to *Hazardous Technologies, Inc.* of Great Falls, MT for **\$40,100.00** for removal and disposal of non-hazardous materials in the former county jail and instruct staff to proceed with the contract administration.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-114, a contract to *Hazardous Technologies, Inc.* of Great Falls, MT for **\$40,100.00** for removal and disposal of non-hazardous materials in the former county jail and instruct staff to proceed with the contract administration.

**REMEDICATION of LEAD-BASED PAINT, ASBESTOS and MERCURY
OF THE FORMER CASCADE COUNTY JAIL**

Contract No. 20-114

1. PARTIES

THIS CONTRACT is entered into by and between the County of Cascade (hereinafter referred to as "the County"), whose address and phone number are 325 2nd Avenue North, Great Falls, MT 59401 and HAZARDOUS TECHNOLOGIES INC., DBA HAZTECH, (hereinafter referred to as the "Contractor"), whose address and phone number are PO Box 7483, Great Falls, Montana 59406 and 406-952-3775.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect upon contract execution and ending after expiration of the required warranty period. Warranty period to begin after full acceptance of system installation unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

3. SERVICES AND/OR SUPPLIES

The Contractor agrees to provide the County the removal of lead-in-paint, asbestos, and mercury from the interior of the 16,000 square foot, two-story (plus basement) former jail building described in the IFB and Contractor's approved Non-Hazardous Materials Bid which are incorporated herein as if fully set forth herein.

4. CONSIDERATION/PAYMENT

4.1 Payment Schedule. In consideration for the equipment and services to be provided, the County shall pay FORTY THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$40,100.00) according to the following schedule: Upon final acceptance of the work.

4.2 Withholding of Payment. The County may withhold disputed payments to the Contractor under the subject statement of work (or where no statement of work exists, the applicable contract) if the Contractor is in material breach of such statement of work (or applicable contract). Such withholding cannot be greater than, in the aggregate, 15% of the total value of the subject statement of work or applicable contract. With respect to payments subject to milestone acceptance criteria, the County may withhold payment only for such specific milestone if and until the subject milestone criteria are met. The Contractor is not relieved of its performance obligation in the event such payment is withheld.

5. PREVAILING WAGE REQUIREMENTS

5.1 Montana Resident Preference. The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in section 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted in relation to these statutes.

Unless superseded by federal law, each contractor shall ensure that at least 50% of a contractor's workers performing labor on a construction project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

5.2 Wage and Labor. Pursuant to MCA § 18-2-401(11)(a), a "public works contract" is defined as "a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000." As a public works contract, Montana resident preferences and prevailing wage rate apply to this work and Contract. Contractor and any and all subcontractors at any level or tier of work shall give preference to the employment of bone fide Montana residents in the performance of the work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provision in effect and applicable to the County or locality in which the work is being performed (MCA § 18-2-403). At least 50% of the workers, as defined by the Department of Labor and Industry (DOLI), must be bona fide Montana residents (MCA §§ 18-2-401, 18-2-402). The Commissioner of the DOLI has established the standard prevailing rate of wages in accordance with MCA §§ 18-2-401 and 18-2-402. A copy of the rates entitled "State of Montana, Prevailing Wage Rates" are available online at Montana DOLI website at montana.gov. The Commissioner of the Montana DOLI has established the resident requirement in accordance with MCA § 18-2-409. The Contractor and any and all subcontractors at any level or tier of the work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the work to DOLI. The Contractor and any and all subcontractors at any tier or level of the work, and as determined by the Montana DOLI, shall classify all workers in accordance with the State of Montana, Prevailing Wage Rates. In the even the Contractor is unable to classify a worker in accordance with these rates, it shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid. It is not the responsibility of Cascade County to determine who classifies as a subcontractor or any other persons involved in any aspect of the work at any tier or level. All such determinations shall be the sole responsibility of the Contractor, subcontractor, or any other persons involved in the project at any tier or level. The Contractor is further required to maintain payroll records in a manner readily capable of being certified for submission under MCA § 18-2-423, for not less than three (3) years after the Contractor's completion of work on the project. The Contractor is also required to post a statement of all wages and fringe benefits in a visible and accessible location in compliance with MCA § 18- 2-423.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the County, Auditor, or their authorized agent's access to any records required to be made available by 18-1-118 MCA, in order to determine contract compliance.

6.2 Retention Period. The Contractor agrees to create and retain records supporting the services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the County or a third party.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the County. (Section 18-4-141, MCA)

8. LIMITATION OF LIABILITY

The Contractor's liability for contract damages is limited to direct damages and further to no more than twice the contract amount. The Contractor shall not be liable for special, incidental, consequential, punitive, or indirect damages. Damages caused by injury to persons or tangible property, or related to intellectual property indemnification, are not subject to a cap on the amount of damages.

9. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance. The Contractor's insurance coverage with respect to the Contractor's negligence shall be primary insurance with respect to The County, its coordinators, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by The County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, property damage, premises, operations, independent contractor's protective, products and completed operations, and broad form property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

- a. Property damage liability insurance shall be written without any exclusion for injury to or destruction of any building, structure, wires, conduits, pipes, or other property above or below the surface of the ground arising out of the blasting, explosion, pile

driving, excavation, filling, grading or from the moving, shoring, underpinning, raising, or demolition of any building or structure or structural support thereof.

9.4 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The County, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied or used.

9.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by The County agency. At the request of the agency, the Contractor will elect to either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than B++ indicating compliance with the required coverages, has been received by the Cascade County Risk Manager, 325 2nd Avenue North, Great Falls, MT 59401. The Contractor must notify the County immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The County reserves the right to require complete copies of insurance policies at all times.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the County in accordance sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the County. This insurance/exemption must be valid for the entire term of this contract. A renewal document must be sent to Cascade County Risk Manager, 325 2nd Avenue North, Great Falls, MT 59401, upon expiration.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

12. INTELLECTUAL PROPERTY/OWNERSHIP

12.1 Mutual Use. All patent and other legal rights in or to inventions first conceived and reduced to practice, created in whole or in part under this contract, must be available to the County for royalty-free and nonexclusive licensing if necessary to receive the mutually agreed upon benefit under this contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use copyrightable property created under this contract including all deliverables and other materials, products, modifications developed or prepared for the County by the Contractor under this contract or any program code, including site related program code, created, developed, or prepared by the Contractor under or primarily in support of the performance of its specific obligations hereunder, including manuals, training materials, and documentation (the "Work Product").

12.2 Title and Ownership Rights. The County shall retain title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the County (the "content"), but grants the Contractor the right to access and use content for the purpose of complying with its obligations under this contract and any applicable statement of work.

12.3 Ownership of Work Product. The Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as the County may reasonably request, to perfect the County's ownership of any Work Product.

12.4 Copy of Work Product. The Contractor shall, at no cost to the County, deliver to the County, upon The County's request during the term or at the expiration or termination of all or part of the Contractor's performance hereunder, a current copy of all Work Product in the form and on the media in use as of the date of the County's request, or as of such expiration or termination, as the case may be.

12.5 Ownership of Contractor Pre-Existing Materials. Literary works or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or rights thereto and derivatives thereof owned by the Contractor at the time this contract is executed or otherwise developed or acquired independent of this contract and employed by the Contractor in connection with the services provided to the County (the "Contractor Pre-Existing Materials") shall be and remain the property of the Contractor and do not constitute Work Product. The Contractor must provide full disclosure of any Contractor Pre-Existing Materials to the County prior to its use and prove its ownership, provided, however, that if the Contractor fails to disclose to the County such Contractor Pre-Existing Materials, the Contractor shall grant the County a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for the County to receive the intended benefit under this contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in **Section 12.3** or as may be expressly agreed in any statement of work, the Contractor shall retain title to and ownership of any hardware provided by the Contractor.

13. PATENT AND COPYRIGHT PROTECTION

13.1 Third-Party Claim. In the event of any claim by any third party against the County that the products furnished under this contract infringe upon or violate any patent or copyright, the County shall promptly notify the Contractor. The Contractor shall defend such claim, in the County's name or its own name, as appropriate, but at the Contractor's expense. The Contractor will indemnify the County against all costs, damages, and attorney's fees that accrue as a result of such claim. Such indemnification will be conditional upon the following:

- a. The County will promptly notify the Contractor of the claim in writing; and
- b. The County will allow the Contractor to control, and will cooperate with the Contractor in the defense and any related settlement negotiations, provided that:
 - i. the Contractor will permit the County to participate in the defense and settlement of any such claim, at the County's own expense, with counsel of its choosing; and
 - ii. the Contractor shall not enter into or agree to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the County, its elected and appointed officials, agents or employees without the County's prior written consent.

13.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then the Contractor may, at its option, procure for the County the right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing or replace it with one that is at least functionally equivalent. If none of the above options can be accomplished, or if the use of such product by The County shall be prevented by injunction, the County agrees to return the product to the Contractor on written request. The Contractor will then give the County a credit equal to the amount paid to the Contractor for the creation of the Work Product. This is the Contractor's entire obligation to the County regarding a claim of infringement. The County is not precluded from seeking other remedies available to it hereunder, including **Section 8**, and in equity or law for any damages it may sustain due to its inability to continue using such product.

13.3 Claims for Which Contractor is Not Responsible. The Contractor has no obligation regarding any claim based on any of the following except where the Contractor has agreed in writing, either separately or within this contract, to such use that is the basis of the claim:

- a. anything the County provided which is incorporated into a Work Product except:
 - i. where the Contractor knew (and the County did not know) such thing was infringing at the time of its incorporation into a Work Product but failed to advise the County; or
 - ii. where the claim would not have been brought except for such incorporation;
- b. The County's modification of a Work Product furnished under this contract;
- c. the use of a Work Product in a manner that could not be reasonably contemplated within the agreed upon scope of the applicable project; or
- d. infringement by a non-Contractor Work Product alone.

14. CONTRACT PAYMENT AND PERFORMANCE ASSURANCE

14.1 Contract Payment and Performance Security. The Contractor shall furnish performance and payment bonds, each in an amount equal to the Contract price as security for

the faithful performance and payment of all of Contractor's obligations under this Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the Correction Period specified below, whichever is later, except as provided otherwise by law, or regulations. Particularly, Contractor agrees that prior to the commencement of performance under this Contract, Contractor will make, execute, and deliver to the County bond, as provided above, with a surety company, licensed in the State of Montana, as surety, conditioned that the person or corporation shall faithfully perform all the provisions of the contract; pay all laborers, mechanics, subcontractors, and material suppliers; and pay all persons who supply the person, corporation, or subcontractors with provisions, provender, material, or supplies for performing the work. The County may, in lieu of a surety bond, permit the Contractor to deposit with the County the following securities in an amount at least equal to the contract sum to guarantee the faithful performance of the contract and the payment of all laborers, suppliers, material suppliers, mechanics, and subcontractors: lawful money of the United States; or a cashier's check, certified check, bank money order, certificate of deposit, money market certificate, bank draft, or irrevocable letter of credit drawn or issue by any federally or Montana-chartered bank or savings and loan association that is insured by or for which insurance is administered by the federal deposit insurance corporation or a credit union insured by the national credit union share insurance fund. The security amount must be equal to the full contract price agreed to be paid for the work or improvement and must be paid to the State of Montana pursuant to MCA § 18-2-203. The Contract performance and payment security must be provided to Les Payne, Interim Public Works Director, 279 Vaughn S. Frontage Road, Great Falls, MT 59404.

15. CONTRACTOR REGISTRATION

The contractor will be registered with the Department of Labor and Industry under sections 39-9-201 and 39-9-204, MCA, prior to contract execution. The County cannot execute a contract for construction to a contractor who is not registered (39-9-401, MCA).

16. CONTRACTOR WITHHOLDING

Section 15-50-206, MCA, requires the County agency or department for whom a public works construction contract is being performed, to withhold 1% of all payments and to transmit such monies to the Department of Revenue.

17. PERMITS/ NOTICES/FEEES

CONTRACTOR shall secure and pay for all permits and inspections; give all notices; pay all taxes and fees; and comply with all laws, ordinances, rules, regulations, and lawful orders bearing on the performance of the work.

18. CONTRACT OVERSIGHT

18.1 Oversight. Cascade County, or its designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. Cascade County, or its designee, may require the issuance of a right to assurance or the issuance of a stop work order.

18.2 Right to Assurance. If the County, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the County's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this contract.

18.3 Stop Work Order. The County may, at any time, by written order to the Contractor, require the Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the County after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The County shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

19. CONTRACT TERMINATION

19.1 Termination for Cause. The County or the Contractor may, by written notice to the other party, terminate this contract in whole or in part at any time the other party fails to perform this contract pursuant to **Section 20**, Event of Breach – Remedies.

19.2 Bankruptcy or Receivership. Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination.

19.3 Non-Compliance with Requirements. The County retains the right to cancel or modify any contract, project, or activity that is not in compliance with any standard in effect as of the date of contract execution. In the event of such termination, the County will pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order. Any modifications to this contract must be mutually agreed to by the parties.

19.4 Reduction of Funding. Funding for this Contract is anticipated through a grant award to Cascade County from the Great Falls Development Authority (GFDA). In the event the GFDA funding award is cancelled in whole or in part, and/or County funds are not appropriated or otherwise made available to support the County's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

20. EVENT OF BREACH – REMEDIES

20.1 Event of Breach. Any one or more of the following acts or omissions of the Contractor shall constitute an event of breach:

- a. products or services furnished by the Contractor fail to conform to any requirement of this contract; or
- b. failure to submit any report required by this contract; or

- c. failure to perform any of the other covenants and conditions of this contract, including beginning work under this contract without prior Department of Administration approval.

20.2 Actions in Event of Breach. Upon the occurrence of any material breach of this contract, either party may take either one, or both, of the following actions:

- a. give the breaching party a written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the breaching party notice of termination; or
- b. treat this contract as materially breached and pursue any of its remedies at law or in equity, or both.

21. WAIVER OF BREACH

No failure by either party to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other breach on the part of the breaching party.

22. COUNTY PERSONNEL

22.1 County Contract Manager. The County Contract Manager identified below is the County's single point of contact and will perform all contract management pursuant to section 2-17-512, MCA, on behalf of the County. Written notices, requests, complaints, or any other issues regarding this contract should be directed to the County Contract Manager.

The County Contract Manager for this contract is:

Les Payne
Cascade County Public Works Director
279 Vaughn S. Frontage Road
Great Falls, MT 59404
Office: 406-454-6920
Cell: 406-788-0716
E-mail: lpayne@cascadecountymt.gov

23. CONTRACTOR PERSONNEL

23.1 Identification/Substitution of Personnel. The personnel identified or described in the Contractor's Bid shall perform the services provided for the County under this contract. The Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The County reserves the right to approve the Contractor personnel assigned to work under this contract, and any changes or substitutions to such personnel. The County's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve the Contractor to perform and be responsible for its obligations under this contract. The County reserves the right to require Contractor personnel

replacement. In the event that Contractor personnel become unavailable, it will be the Contractor's responsibility to provide an equally qualified replacement in time to avoid delays to the work plan.

23.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to The County Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with The County Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

Aaron Triplett
PO Box 7483
Great Falls, MT 59406
Office: 406-952-3775
Cell: 406-339-0062
E-mail: aaron@haztechinc.com

23.3 Contractor Project Manager. The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor:

The Contractor Project Manager for this contract is:

Les Payne
Cascade County Public Works Director
279 Vaughn S. Frontage Road
Great Falls, MT 59404
Office: 406-454-6920
Cell: 406-788-0716
E-mail: lpayne@cascadecountymt.gov

24. MEETINGS AND REPORTS

24.1 Technical or Contractual Problems. The Contractor is required to meet with the County's personnel, or designated representatives, at no additional cost to The County, to resolve technical or contractual problems that may occur during the term of this contract. Meetings will occur as problems arise and will be coordinated by the County. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of this contract.

24.2 Progress Meetings. During the term of this contract, the County's Project Manager will plan and schedule progress meetings with the Contractor to discuss the progress made by the Contractor and the County in the performance of their respective obligations. These progress meetings will include the County Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of this contract as required. At each such meeting, the Contractor shall provide the County with a written status report that identifies any problem or circumstance encountered by the Contractor, or of which the Contractor gained knowledge during the period since the last such status report, which may prevent the Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the

County to perform its obligation under this contract. The Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

24.3 Failure to Notify. In the event the Contractor fails to specify in writing any problem or circumstance that materially impacts the costs of its delivery hereunder, including a material breach by the County, about which the Contractor knew or reasonably should have known with respect to the period during the term covered by the Contractor's status report, the Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope; provided, however, that the Contractor shall be relieved of its performance obligations to the extent the acts or omissions of the County prevent such performance.

24.4 County's Failure or Delay. For a problem or circumstance identified in the Contractor's status report in which the Contractor claims was the result of the County's failure or delay in discharging any State obligation, the County shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the County agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by the Contractor. If the County does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

25. CONTRACTOR PERFORMANCE ASSESSMENTS

25.1 Assessments. The County may conduct assessments of the Contractor's performance. The Contractor will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

25.2 Permits and Compliances. Contractor has obtained all authorizations and permits necessary or required by law in connection with the services provided pursuant to this Contract. Contractor shall materially comply with all relevant laws, regulations, rules and ordinances in rendering services under this Contract

25.3 Standard of Performance. The Contractor shall perform the work under this Contract in accordance with standards of care, skill and diligence consistent with (a) recognized and sound practices, procedures and techniques; (b) all applicable laws and regulations; and (c) the degree of knowledge, skill, and judgment normally exercised by professionals and individuals with respect to the services of a similar nature

25.4 Record. Completed assessments may be kept on record at the County and may serve as past performance data. Past performance data will be available to assist agencies in the selection of service providers for future projects. Past performance data may also be utilized in future procurement efforts.

26. SOVERIGN IMMUNITY. Cascade County, and any of its respective divisions of local government, acting through the Cascade County Board of Commissioners does not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to them as a local governmental entity under MCA § 2-9-111 and all other state laws.

27. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, Bid or subsequent contract must be brought in the Eighth Judicial District in and for the County of Cascade, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

28. SCOPE, AMENDMENT, AND INTERPRETATION

28.1 Contract. This contract consists of 13 numbered pages, any Attachments as required, IFB and the Contractor's IFB response. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is as follows: 1) amendments to this contract, 2) this contract, 3) the applicable statement of work, 4) IFB, and 5) the Contractor's IFB response.

28.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

29. WARRANTIES

29.1 Warranty for Labor and Material Disposal: The contractor warrants that it shall perform all labor using reasonable care and skill and shall dispose of all hazardous and non-hazardous materials and substances in accordance with all applicable environmental abatement, remediation and disposal regulations and laws.

30. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

DATE: _____ DATE: _____

BOARD OF CASCADE COUNTY
COMMISSIONERS

HAZARDOUS TECHNOLOGIES, INC.

James L. Larson, Chairman

BY: _____
Anne Triplett, CEO

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

RINA FONTANA MOORE,
CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

Deputy County Attorney

* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

Agenda Action Report *Prepared for the* **Cascade County Commission**

ITEM: Contract Award to
Hazardous Technologies, Inc.
for Remediation of Lead-based Paint
and Asbestos in the Old Jail (Hazardous
Materials)

INITIATED AND PRESENTED BY: Board of Cascade County Commissioners

ACTION REQUESTED: Approval of Contract 20-115

BACKGROUND:

In March 2020, Cascade County contacted Great Falls Development Authority (GFDA) regarding the possibility of receiving Brownfield funding for remediation of hazardous materials within the former county jail, located on the NE corner of block of 326 3rd Avenue North. This two-story (plus a basement) building was designed by George H. Shanley and constructed in 1913 by the Olson and Johnson Company. The former jail served as the County Jail from 1914 until January 11, 1998 when detention operations relocated to the new Adult Detention Center on Gore Hill. The original sandstone building was designed to complement the Cascade County Courthouse across the street and is notable for its Romanesque Revival stylistic architectural features. The former jail and Cascade County Courthouse are prominent architectural monuments to local government within the Great Falls Northside Residential Historic District; both are listed on the National Register.

In early 2016, Cascade County requested and received Brownfield funding to conduct a Phase I assessment of the facility to determine whether hazardous materials existed. That report indicated lead-based paint, asbestos and minor amounts of mercury within old thermostats may be present. No additional funding was available at that time to pursue additional Phase II materials testing.

The Board of Cascade County Commissioners submitted a letter to GFDA on March 17, 2020 requesting consideration of Brownfield funding for hazardous material abatement in the former jail. Thereafter, GFDA engaged the services of TD&H to conduct material testing of the paint, flooring materials, ceiling tiles, HVAC venting and more to confirm the extent of the hazardous materials within the building. That report was made available to GFDA on April 27, 2020 and confirmed the presence of asbestos and lead-based paint in various surfaces, materials, and construction products within the building.

Meanwhile, the Commission published a request for sealed bids from interested contractors in the Great Falls Tribune on June 21 and 28, 2020. Hazardous Technologies, Inc. PO Box 7483, Great Falls, MT was the only contractor to submit a bid. Their bid was based on the findings

from TD&H's materials testing report. They bid \$25,528.00 for asbestos abatement, \$108,790.00 for lead abatement, and \$154.00 for abatement of the mercury.

Because the Brownfield program is federally funded through the Environmental Protection Agency (EPA) AND because the former jail is listed on the National Register of Historic Places, Cascade County was required to comply with the US Department of Interior, Section 106 process. The State Historic Preservation Office (SHPO) in Helena was contacted, as was EPA. The SHPO office advised that the County enlist the services of a professional photographer to document the interior and exterior architectural elements, construction, and materials of the building. The Board of Cascade County Commissioners solicited bids from three local photographers to complete the work. Since the project was less than \$2000, the work could and was awarded to the lowest bidder, *Slingshot Creative Group* of Great Falls on May 1, 2020. The city-county Historic Preservation Officer, Kate McCourt, accompanied the photographer to ensure noteworthy items were photographed. The work was completed in early May 2020.

A letter dated May 8, 2020 sent by Stephanie Shen of EPA to Pete Brown at the State Historic Preservation Office described the abatement to be completed and determined the proposed cleanup would not adversely modify, alter, destroy or otherwise change historic elements of the building. The SHPO office concurred with this determination, confirming the lead and asbestos abatement project would have "no adverse effect" on the old jail's National Register qualities.

On July 15, 2020, the Board of Cascade County Commissioners was informed that the GFDA Executive Board had approved the project and the bid from *Hazardous Technologies, Inc.* for lead, asbestos and mercury abatement of the former jail. As is the process, the County Commissioners will submit invoices to GFDA for approval and payment.

This project is ready to proceed.

AMOUNT:	Asbestos Abatement: \$ 25,528.00
	Lead Abatement: <u>\$108,790.00</u>
	Mercury Abatement: <u>\$ 154.00</u>
	Permits: <u>\$ 300.00</u>
	Total: \$134,772.00

RECOMMENDATION: Approval of Contract 20-88

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contact 20-115 and award a contract to *Hazardous Technologies, Inc.* of Great Falls, MT for **\$134,772.00** for asbestos, lead and mercury abatement in the former county jail and instruct staff to proceed with the contract administration.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contact 20-115, a contract to *Hazardous Technologies, Inc.* of Great Falls, MT for **\$134,772.00** for asbestos, lead and mercury abatement in the former county jail.

**REMEDICATION of LEAD-BASED PAINT, ASBESTOS and MERCURY
OF THE FORMER CASCADE COUNTY JAIL**

Contract No. 20-115

1. PARTIES

THIS CONTRACT is entered into by and between the County of Cascade (hereinafter referred to as "the County"), whose address and phone number are 325 2nd Avenue North, Great Falls, MT 59401 and HAZARDOUS TECHNOLOGIES INC., DBA HAZTECH, (hereinafter referred to as the "Contractor"), whose address and phone number are PO Box 7483, Great Falls, Montana 59406 and 406-952-3775.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect upon contract execution and ending after expiration of the required warranty period. Warranty period to begin after full acceptance of system installation unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

3. SERVICES AND/OR SUPPLIES

The Contractor agrees to provide the County the removal of lead-in-paint, asbestos, and mercury from the interior of the 16,000 square foot, two-story (plus basement) former jail building described in the IFB and Contractor's approved Hazardous Materials Bid which are incorporated herein as if fully set forth herein.

4. CONSIDERATION/PAYMENT

4.1 Payment Schedule. In consideration for the equipment and services to be provided, the County shall pay ONE HUNDRED THIRTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY TWO AND 00/100 DOLLARS (\$134,772.00) according to the following schedule: Upon final acceptance of the work.

4.2 Withholding of Payment. The County may withhold disputed payments to the Contractor under the subject statement of work (or where no statement of work exists, the applicable contract) if the Contractor is in material breach of such statement of work (or applicable contract). Such withholding cannot be greater than, in the aggregate, 15% of the total value of the subject statement of work or applicable contract. With respect to payments subject to milestone acceptance criteria, the County may withhold payment only for such specific milestone if and until the subject milestone criteria are met. The Contractor is not relieved of its performance obligation in the event such payment is withheld.

5. PREVAILING WAGE REQUIREMENTS

5.1 Montana Resident Preference. The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in section 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted in relation to these statutes.

Unless superseded by federal law, each contractor shall ensure that at least 50% of a contractor's workers performing labor on a construction project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

5.2 Wage and Labor. Pursuant to MCA § 18-2-401(11)(a), a "public works contract" is defined as "a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000." As a public works contract, Montana resident preferences and prevailing wage rate apply to this work and Contract. Contractor and any and all subcontractors at any level or tier of work shall give preference to the employment of bone fide Montana residents in the performance of the work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provision in effect and applicable to the County or locality in which the work is being performed (MCA § 18-2-403). At least 50% of the workers, as defined by the Department of Labor and Industry (DOLI), must be bona fide Montana residents (MCA §§ 18-2-401, 18-2-402). The Commissioner of the DOLI has established the standard prevailing rate of wages in accordance with MCA §§ 18-2-401 and 18-2-402. A copy of the rates entitled "State of Montana, Prevailing Wage Rates" are available online at Montana DOLI website at montana.gov. The Commissioner of the Montana DOLI has established the resident requirement in accordance with MCA § 18-2-409. The Contractor and any and all subcontractors at any level or tier of the work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the work to DOLI. The Contractor and any and all subcontractors at any tier or level of the work, and as determined by the Montana DOLI, shall classify all workers in accordance with the State of Montana, Prevailing Wage Rates. In the even the Contractor is unable to classify a worker in accordance with these rates, it shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid. It is not the responsibility of Cascade County to determine who classifies as a subcontractor or any other persons involved in any aspect of the work at any tier or level. All such determinations shall be the sole responsibility of the Contractor, subcontractor, or any other persons involved in the project at any tier or level. The Contractor is further required to maintain payroll records in a manner readily capable of being certified for submission under MCA § 18-2-423, for not less than three (3) years after the Contractor's completion of work on the project. The Contractor is also required to post a statement of all wages and fringe benefits in a visible and accessible location in compliance with MCA § 18- 2-423.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the County, Auditor, or their authorized agent's access to any records required to be made available by 18-1-118 MCA, in order to determine contract compliance.

6.2 Retention Period. The Contractor agrees to create and retain records supporting the services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the County or a third party.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the County. (Section 18-4-141, MCA)

8. LIMITATION OF LIABILITY

The Contractor's liability for contract damages is limited to direct damages and further to no more than twice the contract amount. The Contractor shall not be liable for special, incidental, consequential, punitive, or indirect damages. Damages caused by injury to persons or tangible property, or related to intellectual property indemnification, are not subject to a cap on the amount of damages.

9. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance. The Contractor's insurance coverage with respect to the Contractor's negligence shall be primary insurance with respect to The County, its coordinators, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by The County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, property damage, premises, operations, independent contractor's protective, products and completed operations, and broad form property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

- a. Property damage liability insurance shall be written without any exclusion for injury to or destruction of any building, structure, wires, conduits, pipes, or other property above or below the surface of the ground arising out of the blasting, explosion, pile

driving, excavation, filling, grading or from the moving, shoring, underpinning, raising, or demolition of any building or structure or structural support thereof.

9.4 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The County, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied or used.

9.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by The County agency. At the request of the agency, the Contractor will elect to either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than B++ indicating compliance with the required coverages, has been received by the Cascade County Risk Manager, 325 2nd Avenue North, Great Falls, MT 59401. The Contractor must notify the County immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The County reserves the right to require complete copies of insurance policies at all times.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the County in accordance sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the County. This insurance/exemption must be valid for the entire term of this contract. A renewal document must be sent to Cascade County Risk Manager, 325 2nd Avenue North, Great Falls, MT 59401, upon expiration.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

12. INTELLECTUAL PROPERTY/OWNERSHIP

12.1 Mutual Use. All patent and other legal rights in or to inventions first conceived and reduced to practice, created in whole or in part under this contract, must be available to the County for royalty-free and nonexclusive licensing if necessary to receive the mutually agreed upon benefit under this contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use copyrightable property created under this contract including all deliverables and other materials, products, modifications developed or prepared for the County by the Contractor under this contract or any program code, including site related program code, created, developed, or prepared by the Contractor under or primarily in support of the performance of its specific obligations hereunder, including manuals, training materials, and documentation (the "Work Product").

12.2 Title and Ownership Rights. The County shall retain title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the County (the "content"), but grants the Contractor the right to access and use content for the purpose of complying with its obligations under this contract and any applicable statement of work.

12.3 Ownership of Work Product. The Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as the County may reasonably request, to perfect the County's ownership of any Work Product.

12.4 Copy of Work Product. The Contractor shall, at no cost to the County, deliver to the County, upon The County's request during the term or at the expiration or termination of all or part of the Contractor's performance hereunder, a current copy of all Work Product in the form and on the media in use as of the date of the County's request, or as of such expiration or termination, as the case may be.

12.5 Ownership of Contractor Pre-Existing Materials. Literary works or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or rights thereto and derivatives thereof owned by the Contractor at the time this contract is executed or otherwise developed or acquired independent of this contract and employed by the Contractor in connection with the services provided to the County (the "Contractor Pre-Existing Materials") shall be and remain the property of the Contractor and do not constitute Work Product. The Contractor must provide full disclosure of any Contractor Pre-Existing Materials to the County prior to its use and prove its ownership, provided, however, that if the Contractor fails to disclose to the County such Contractor Pre-Existing Materials, the Contractor shall grant the County a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for the County to receive the intended benefit under this contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in **Section 12.3** or as may be expressly agreed in any statement of work, the Contractor shall retain title to and ownership of any hardware provided by the Contractor.

13. PATENT AND COPYRIGHT PROTECTION

13.1 Third-Party Claim. In the event of any claim by any third party against the County that the products furnished under this contract infringe upon or violate any patent or copyright, the County shall promptly notify the Contractor. The Contractor shall defend such claim, in the County's name or its own name, as appropriate, but at the Contractor's expense. The Contractor will indemnify the County against all costs, damages, and attorney's fees that accrue as a result of such claim. Such indemnification will be conditional upon the following:

- a. The County will promptly notify the Contractor of the claim in writing; and
- b. The County will allow the Contractor to control, and will cooperate with the Contractor in the defense and any related settlement negotiations, provided that:
 - i. the Contractor will permit the County to participate in the defense and settlement of any such claim, at the County's own expense, with counsel of its choosing; and
 - ii. the Contractor shall not enter into or agree to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the County, its elected and appointed officials, agents or employees without the County's prior written consent.

13.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then the Contractor may, at its option, procure for the County the right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing or replace it with one that is at least functionally equivalent. If none of the above options can be accomplished, or if the use of such product by The County shall be prevented by injunction, the County agrees to return the product to the Contractor on written request. The Contractor will then give the County a credit equal to the amount paid to the Contractor for the creation of the Work Product. This is the Contractor's entire obligation to the County regarding a claim of infringement. The County is not precluded from seeking other remedies available to it hereunder, including **Section 8**, and in equity or law for any damages it may sustain due to its inability to continue using such product.

13.3 Claims for Which Contractor is Not Responsible. The Contractor has no obligation regarding any claim based on any of the following except where the Contractor has agreed in writing, either separately or within this contract, to such use that is the basis of the claim:

- a. anything the County provided which is incorporated into a Work Product except:
 - i. where the Contractor knew (and the County did not know) such thing was infringing at the time of its incorporation into a Work Product but failed to advise the County; or
 - ii. where the claim would not have been brought except for such incorporation;
- b. The County's modification of a Work Product furnished under this contract;
- c. the use of a Work Product in a manner that could not be reasonably contemplated within the agreed upon scope of the applicable project; or
- d. infringement by a non-Contractor Work Product alone.

14. CONTRACT PAYMENT AND PERFORMANCE ASSURANCE

14.1 Contract Payment and Performance Security. The Contractor shall furnish performance and payment bonds, each in an amount equal to the Contract price as security for

the faithful performance and payment of all of Contractor's obligations under this Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the Correction Period specified below, whichever is later, except as provided otherwise by law, or regulations. Particularly, Contractor agrees that prior to the commencement of performance under this Contract, Contractor will make, execute, and deliver to the County bond, as provided above, with a surety company, licensed in the State of Montana, as surety, conditioned that the person or corporation shall faithfully perform all the provisions of the contract; pay all laborers, mechanics, subcontractors, and material suppliers; and pay all persons who supply the person, corporation, or subcontractors with provisions, provender, material, or supplies for performing the work. The County may, in lieu of a surety bond, permit the Contractor to deposit with the County the following securities in an amount at least equal to the contract sum to guarantee the faithful performance of the contract and the payment of all laborers, suppliers, material suppliers, mechanics, and subcontractors: lawful money of the United States; or a cashier's check, certified check, bank money order, certificate of deposit, money market certificate, bank draft, or irrevocable letter of credit drawn or issue by any federally or Montana-chartered bank or savings and loan association that is insured by or for which insurance is administered by the federal deposit insurance corporation or a credit union insured by the national credit union share insurance fund. The security amount must be equal to the full contract price agreed to be paid for the work or improvement and must be paid to the State of Montana pursuant to MCA § 18-2-203. The Contract performance and payment security must be provided to Les Payne, Interim Public Works Director, 279 Vaughn S. Frontage Road, Great Falls, MT 59404.

15. CONTRACTOR REGISTRATION

The contractor will be registered with the Department of Labor and Industry under sections 39-9-201 and 39-9-204, MCA, prior to contract execution. The County cannot execute a contract for construction to a contractor who is not registered (39-9-401, MCA).

16. CONTRACTOR WITHHOLDING

Section 15-50-206, MCA, requires the County agency or department for whom a public works construction contract is being performed, to withhold 1% of all payments and to transmit such monies to the Department of Revenue.

17. PERMITS/ NOTICES/FEEES

CONTRACTOR shall secure and pay for all permits and inspections; give all notices; pay all taxes and fees; and comply with all laws, ordinances, rules, regulations, and lawful orders bearing on the performance of the work.

18. CONTRACT OVERSIGHT

18.1 Oversight. Cascade County, or its designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. Cascade County, or its designee, may require the issuance of a right to assurance or the issuance of a stop work order.

18.2 Right to Assurance. If the County, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the County's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this contract.

18.3 Stop Work Order. The County may, at any time, by written order to the Contractor, require the Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the County after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The County shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

19. CONTRACT TERMINATION

19.1 Termination for Cause. The County or the Contractor may, by written notice to the other party, terminate this contract in whole or in part at any time the other party fails to perform this contract pursuant to **Section 20, Event of Breach – Remedies.**

19.2 Bankruptcy or Receivership. Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination.

19.3 Non-Compliance with Requirements. The County retains the right to cancel or modify any contract, project, or activity that is not in compliance with any standard in effect as of the date of contract execution. In the event of such termination, the County will pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order. Any modifications to this contract must be mutually agreed to by the parties.

19.4 Reduction of Funding. Funding for this Contract is anticipated through a grant award to Cascade County from the Great Falls Development Authority (GFDA). In the event the GFDA funding award is cancelled in whole or in part, and/or County funds are not appropriated or otherwise made available to support the County's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

20. EVENT OF BREACH – REMEDIES

20.1 Event of Breach. Any one or more of the following acts or omissions of the Contractor shall constitute an event of breach:

- a. products or services furnished by the Contractor fail to conform to any requirement of this contract; or
- b. failure to submit any report required by this contract; or

- c. failure to perform any of the other covenants and conditions of this contract, including beginning work under this contract without prior Department of Administration approval.

20.2 Actions in Event of Breach. Upon the occurrence of any material breach of this contract, either party may take either one, or both, of the following actions:

- a. give the breaching party a written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the breaching party notice of termination; or
- b. treat this contract as materially breached and pursue any of its remedies at law or in equity, or both.

21. WAIVER OF BREACH

No failure by either party to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other breach on the part of the breaching party.

22. COUNTY PERSONNEL

22.1 County Contract Manager. The County Contract Manager identified below is the County's single point of contact and will perform all contract management pursuant to section 2-17-512, MCA, on behalf of the County. Written notices, requests, complaints, or any other issues regarding this contract should be directed to the County Contract Manager.

The County Contract Manager for this contract is:

Les Payne
Cascade County Public Works Director
279 Vaughn S. Frontage Road
Great Falls, MT 59404
Office: 406-454-6920
Cell: 406-788-0716
E-mail: lpayne@cascadecountymt.gov

23. CONTRACTOR PERSONNEL

23.1 Identification/Substitution of Personnel. The personnel identified or described in the Contractor's Bid shall perform the services provided for the County under this contract. The Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The County reserves the right to approve the Contractor personnel assigned to work under this contract, and any changes or substitutions to such personnel. The County's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve the Contractor to perform and be responsible for its obligations under this contract. The County reserves the right to require Contractor personnel

replacement. In the event that Contractor personnel become unavailable, it will be the Contractor's responsibility to provide an equally qualified replacement in time to avoid delays to the work plan.

23.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to The County Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with The County Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

Aaron Triplett
PO Box 7483
Great Falls, MT 59406
Office: 406-952-3775
Cell: 406-339-0062
E-mail: aaron@haztechinc.com

23.3 Contractor Project Manager. The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor:

The Contractor Project Manager for this contract is:

Les Payne
Cascade County Public Works Director
279 Vaughn S. Frontage Road
Great Falls, MT 59404
Office: 406-454-6920
Cell: 406-788-0716
E-mail: lpayne@cascadecountymt.gov

24. MEETINGS AND REPORTS

24.1 Technical or Contractual Problems. The Contractor is required to meet with the County's personnel, or designated representatives, at no additional cost to The County, to resolve technical or contractual problems that may occur during the term of this contract. Meetings will occur as problems arise and will be coordinated by the County. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of this contract.

24.2 Progress Meetings. During the term of this contract, the County's Project Manager will plan and schedule progress meetings with the Contractor to discuss the progress made by the Contractor and the County in the performance of their respective obligations. These progress meetings will include the County Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of this contract as required. At each such meeting, the Contractor shall provide the County with a written status report that identifies any problem or circumstance encountered by the Contractor, or of which the Contractor gained knowledge during the period since the last such status report, which may prevent the Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the

County to perform its obligation under this contract. The Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

24.3 Failure to Notify. In the event the Contractor fails to specify in writing any problem or circumstance that materially impacts the costs of its delivery hereunder, including a material breach by the County, about which the Contractor knew or reasonably should have known with respect to the period during the term covered by the Contractor's status report, the Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope; provided, however, that the Contractor shall be relieved of its performance obligations to the extent the acts or omissions of the County prevent such performance.

24.4 County's Failure or Delay. For a problem or circumstance identified in the Contractor's status report in which the Contractor claims was the result of the County's failure or delay in discharging any State obligation, the County shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the County agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by the Contractor. If the County does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

25. CONTRACTOR PERFORMANCE ASSESSMENTS

25.1 Assessments. The County may conduct assessments of the Contractor's performance. The Contractor will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

25.2 Permits and Compliances. Contractor has obtained all authorizations and permits necessary or required by law in connection with the services provided pursuant to this Contract. Contractor shall materially comply with all relevant laws, regulations, rules and ordinances in rendering services under this Contract

25.3 Standard of Performance. The Contractor shall perform the work under this Contract in accordance with standards of care, skill and diligence consistent with (a) recognized and sound practices, procedures and techniques; (b) all applicable laws and regulations; and (c) the degree of knowledge, skill, and judgment normally exercised by professionals and individuals with respect to the services of a similar nature

25.4 Record. Completed assessments may be kept on record at the County and may serve as past performance data. Past performance data will be available to assist agencies in the selection of service providers for future projects. Past performance data may also be utilized in future procurement efforts.

26. SOVERIGN IMMUNITY. Cascade County, and any of its respective divisions of local government, acting through the Cascade County Board of Commissioners does not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to them as a local governmental entity under MCA § 2-9-111 and all other state laws.

27. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, Bid or subsequent contract must be brought in the Eighth Judicial District in and for the County of Cascade, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

28. SCOPE, AMENDMENT, AND INTERPRETATION

28.1 Contract. This contract consists of 13 numbered pages, any Attachments as required, IFB and the Contractor's IFB response. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is as follows: 1) amendments to this contract, 2) this contract, 3) the applicable statement of work, 4) IFB, and 5) the Contractor's IFB response.

28.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

29. WARRANTIES

29.1 Warranty for Labor and Material Disposal: The contractor warrants that it shall perform all labor using reasonable care and skill and shall dispose of all hazardous and non-hazardous materials and substances in accordance with all applicable environmental abatement, remediation and disposal regulations and laws.

30. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

DATE: _____ DATE: _____

BOARD OF CASCADE COUNTY
COMMISSIONERS

HAZARDOUS TECHNOLOGIES, INC.

James L. Larson, Chairman

BY: _____
Anne Triplett, CEO

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

RINA FONTANA MOORE,
CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

Deputy County Attorney

* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.